REQUEST FOR BIDS (RFB)

Solicitation No. RFB 2020-05-28
2020 Ada County Bus Stop Improvements

Date Issued: May 28, 2020

Pre-Bid Meeting: June 4, 2020 at 1:30 PM MT via Go To Meeting:

[link]

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3112
- One-touch: tel:+16467493112,,752944821#

Access Code: 752-944-821

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
[link]

Questions Due: June 12, 2020 at 4:00 PM MT

Bids Due: June 19, 2020, at 4:00 PM MT by mail or delivery to VRT Offices, 700 N.E. 2nd Street, Suite 100, Meridian, ID 83642 or by email to:
[link]

Notice of Intent to Award: June 24, 2020

Item Description: This federally-funded project entails construction of bus stop concrete pad improvements throughout Ada County, Idaho.

Agreement Term: Award is anticipated July 6, 2020. All construction is required to be substantially complete within 90 calendar days from the NTP date.

| Part I | Background |
| Part II | Information & General Conditions |
| Part III | Scope of Work |
| Part IV | Special Contract Terms and Conditions |
| Part V | Definitions |
| Part VI | Davis-Bacon Wage Rates Applicable to this Project |
| Part VII | RFB 2020-05-28 Owners and Specifiers Project Manual and Drawings |
PART I: BACKGROUND

1. BACKGROUND: Valley Regional Transit is a Regional Public Transportation Authority in southwest Idaho with a 29-member Board, made up of local and government representatives from Ada and Canyon Counties. It is responsible for transit services within Ada and Canyon Counties. VRT was created as a single authority to be responsible for providing, aiding, and assisting public transportation in the Boise and Nampa urbanized areas, including financial review and facilitations of public transportation and its providers and providing public transportation by public modes of transportation. (Idaho Code, Title 40, Chapter 21). VRT may contract for services with public and private entities to carry out the purposes of Chapter 21 (40-2109(4)).

PART II: INFORMATION & GENERAL CONDITIONS

1. GENERAL: All Bidders should review the proposed contract agreement and any supplemental documents attached to this RFB. All the terms and conditions of the agreement are binding on the successful Bidder. Failure to comply may subject the Bidder to immediate rejection. VRT reserves the right to determine whether any offer meets the specifications stated in this document.

2. BIDDER/BIDDER RESPONSIBILITY: VRT has made every attempt to provide all information needed to thoroughly understand the projects terms, conditions, and requirements. By submitting a Bid, the Bidder represents that it has investigated and agreed to all terms and conditions of this RFB.

3. PRE-BID CONFERENCE: A pre-bid conference will be held June 4, 2020 at 1:30 PM MT via Go To Meeting:

   https://global.gotomeeting.com/join/752944821

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3112
- One-touch: tel:+16467493112,,752944821#

Access Code: 752-944-821

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
https://global.gotomeeting.com/install/752944821

4. COST ESTIMATE: The current engineers estimate is $330,000.00.

5. SITE VISITS: Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. See Section 200, Article 4.


7. AVAILABILITY OF RFB PACKETS: The entire RFB packet is available at the following locations:

   For Review Only
   Valley Regional Transit
   700 N. E. 2nd Street #100
   Meridian, ID 83642

   Online: https://www.valleyregionaltransit.org/about-us/open-solicitations/

   For Purchase ($15.00 nonrefundable)
   https://www.questcdn.com. Prospective bidders are required to create an account to download their own copy of the plan sets from QuestCDN. If not listed on the plan holder list online at (questcdn.com), bidders will be
considered non-responsive as they will not be contactable for any addenda. Search questcdn.com for RFB 2020-05-28 2020 Ada County Bus Stop Improvements #7103688 to obtain an official copy and get on the official plan-holder list. Bidders who do not pay the fee and download their own copy of the plans will be considered nonresponsive.

8. INQUIRIES, CORRESPONDENCE, REQUESTS FOR CHANGES OR CLARIFICATION: Bidders shall notify VRT of any ambiguity, inconsistency, or error that they may discover upon examination of these documents. All questions and requests for clarification or modification of the RFB shall be made in writing and addressed to: Valley Regional Transit, Attn: Kelly Jakovac, Procurements Administrator, 700 N E 2nd Street, Suite 100, Meridian, ID 83642, or by e-mail to: procurement@valleyregionaltransit.org. Bidders are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the advantage to VRT of the proposed change. The last day to submit written questions is June 12, 2020, 4:00 PM MT.

9. ADDENDA: All modifications, interpretations, corrections or changes of this document will be made only by written addendum issued by VRT to all RFB holders of record. Interpretations, corrections, or changes of this RFB document made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, or changes. Any vendor who contacts and receives information regarding this Bid from any other source risks disqualification for violation of the procedures established to ensure that this Bid is conducted fairly and equitably. Verbal instructions, interpretations, and changes shall not serve as official expressions of VRT and shall not be binding.

10. ACKNOWLEDGEMENT OF ADDENDA: All Addenda must be acknowledged. Each Addenda will be issued only to plan holders of record and will include an Addenda Acknowledgement Form that is to be completed and returned to VRT. The completed form is to be included in the bid submittal. The Bidders shall consider all addenda and all the Bidder’s cost adjustments or other changes resulting from said addenda shall be taken into consideration by Bidders and included in their Bids.

11. PROTESTS BEFORE BID CLOSING: Written objections to specifications or Bidding procedures must be submitted in writing to the Owner at the address above and must be received at least seven (7) days prior to Bid opening or closing date for receipt of Bids. If the written protest is not received by the time specified, Bids may be received and award made in the normal manner unless the Owner determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

12. PROTEST OF CONTRACTOR SELECTION OR CONTRACT AWARD: Any actual or prospective Bidder who is aggrieved in connection with the selection of a Contractor or award of the contract may submit a protest to VRT’s Procurements Administrator, 700 N E 2nd Street, Suite 100, Meridian, ID 83642, or: procurement@valleyregionaltransit.org. The protest will be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known the facts which give rise to the protest. The protest must set forth in specific terms the alleged reason the Contractor selection or contract award is erroneous. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. A protest must include the following information: Name, address and telephone number of the protestor; identification of the contract solicitation number; a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and a statement as to what relief is requested.

13. LICENSING: State of Idaho Public Works License (Reference Idaho Code 54-1902 (4)): Although Bidders do not have to possess an Idaho Public Works Contractors State License in order to submit a Bid the apparent successful Bidder must obtain a license from the Idaho Public Works Contractors State License Board before the award will be made. The Contractor and/or Subcontractors must maintain at all times during performance under the resulting contract a State of Idaho Public Works License. The Idaho Public Works Contractors License Board may be reached at: (208) 332-8968.

14. NONDISCRIMINATION: VRT will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of contract.

15. PRIME-BIDDER RESPONSIBILITY: Prime-Bidder responsibility is required under this RFB. Each Bidder must include all professional services, provide all materials, equipment, supplies, transportation, freight, special services, and other Work described or otherwise required herein and/or necessary in order to perform the services required and proposed. The Bid shall be complete and specific in every detail.
16. EXPERIENCE AND QUALIFICATIONS: Bidder may be required upon request of VRT to substantiate that Bidder and its proposed subcontractors have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.

17. EVALUATION CRITERIA AND VRT PREROGATIVE: The award of the contract will be All-or-None to the lowest responsive and responsible Bidder whose Bid is most advantageous to VRT. Selection of the successful Bidder will be based on information provided in response to the RFB including consideration of any exceptions taken to VRT proposed contract terms and conditions. VRT reserves the right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. VRT further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. VRT may also reject the Bid of any Bidder if VRT believes that it would not be in the best interest of the Project to make an award to that Bidder. VRT also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered.

18. AWARD OF CONTRACT: Award will be made without negotiation or discussion of Bids received. If a single Bid is received in response to this RFB, VRT will be required to perform a detailed cost/price analysis in order to award the contract. In evaluating Bids, VRT will consider whether or not the Bids comply with the prescribed requirements and other data, as may be requested prior to the Notice of Award. VRT may conduct such investigations as they deem necessary to establish responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and individuals, or entities to perform the Work in accordance with the Contract Documents. Notice of Award is expected to go out within thirty (30) days after bid opening date. Once Notice of Award is received, Contractor is to sign two copies of the Agreement and send the originals to VRT. VRT will sign and send one original back to the Contractor.

19. BIDDER RESPONSE, NO ADDITIONAL TERMS AND CONDITIONS: VRT objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder’s response. In signing and submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with VRT’s terms and conditions, including those specifying information that must be submitted with a Bid, shall be grounds for rejecting a Bid. Bidder must not alter this document so as to change any portion except as required in order to submit their pricing and their acknowledgement of acceptance of the terms and conditions included herein. Any changes other than those allowed will be grounds for non-acceptance and rejection of the Bid in question.

20. DISADVANTAGED AND WOMEN’S BUSINESS ENTERPRISES: VRT has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of VRT’s contracting to the maximum extent practicable. Consistent with the DBE Policy, the successful Bidder selected for this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

21. CONFLICT OF INTEREST: No employee, officer, or agent of VRT shall participate in selection or in the award of administration of a contract if a conflict of interest real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer, or agent: (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. VRT’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties of sub-agreements.

22. DEBARRED BIDDERS: The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform VRT whether or not it is or has been on any debarred Bidders’ list maintained by the United States government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform VRT.

23. PUBLIC RECORDS/CONFIDENTIAL INFORMATION: All submittals, including Bids, and any other information provided by a Bidder may be considered a public record and, except as noted below, will be available for inspection and copying by any person after the award of this Agreement. Any information submitted to VRT is subject to release as provided for by Idaho Public Records Law, Idaho Code, Title 9, Chapter 3, Sections 338 through 350. VRT will take reasonable efforts to protect any information marked “confidential”, to the extent allowed by Idaho Public Records Law. Confidential information should be clearly identified in a cover letter.
submitted with your response. It is requested that confidential information be placed in a separate envelope within the Bid to minimize the risk of accidental copying and release. Confidential information will be returned to the Bidder upon request after award of the contract. It is understood, however, that VRT will have no liability for disclosure of such information. Any proprietary or confidential information contained in or within any Bid is subject to potential disclosure.

PART III: SCOPE OF WORK

1. SEE ATTACHED PROJECT MANUAL AND DRAWINGS

2. SILENCE OF SPECIFICATION: The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to be used. In the event of conflicting standards or regulations, the most conservative guidance will apply. Any exception to this specification shall be cause for rejection. VRT reserves the right to verify specification compliance and other information with published sources as deemed necessary.

3. ACCIDENT PREVENTION: The Contractor shall provide and maintain work environments and procedures which will:
   a) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.
   b) Comply with all local, County, State, or other applicable legal requirements and will exercise all legally required safety precautions at all times.
   c) Ensure that all Contractor employees who are performing Work in the streets wear an appropriate safety vest.
   d) Avoid interruptions of Government operations and delays in project completion dates; and will exercise due care during the performance of work to protect from damage all existing facilities, structures, landscaping and utilities on local jurisdiction and private property.
   e) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—
      i) Provide appropriate safety barricades, signs, and signal lights;
      ii) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
      iii) Ensure that any additional measures the Owner determines to be reasonably necessary for the purposes are taken.
   iv) Take every reasonable effort to keep sidewalks, vehicle travel lanes, driveways and crosswalks open at all times.
   v) Report immediately, to VRT representative any Contractor caused damages that occur in or around Work site.
   vi) Effect the prompt repair any damage to any public property incurred while installing the required items. Repairs to be completed as quickly as is reasonably possible and as required by local ordinance.

PART IV: SPECIAL CONTRACT TERMS AND CONDITIONS

1. TAXES: VRT is exempt from Federal and State taxes and will execute the required exemption certificates, however, this exemption does not apply to materials or services provided to or for VRT. In the event that a contractor purchases materials or contracts through direct services or a sub-contractor, those services and materials shall be subject to all local taxes and regulations required in the area.

2. TERMINATION FOR IMPOSSIBILITY: VRT reserves the right of termination in the event of funding source failure in any fiscal year for appropriation of available sufficient funds, or Termination for Default by diminished service or scheduling; requirement compliance, plan implementation or failure to perform in a timely manner.

3. INDEPENDENT CONTRACTOR: Prime-Bidder and any consultants or sub-contractors retained by Prime-Bidder shall at all times and for all purposes under this Agreement be considered independent contractors. Prime-Bidder and any consultants or sub-contractors retained by Prime-Bidder are not employees of VRT. They are not entitled employee benefits nor do they operate under the direct supervision and control of VRT, but they are required to utilize independent judgment and professional skills under the parameters of this agreement.
4. **ALL ITEMS MUST BE NEW:** All items to be furnished must be new and unused unless otherwise noted in the specifications; all goods shall be delivered and installed ready for use. The Contractor warrants that all equipment furnished will be new equipment in good working order and will include at no additional charge to VRT any standard warranty normally furnished by the manufacturer with this equipment.

5. **INDEMNIFICATION:** Prime-Bidder agrees to assume liability for and to indemnify and hold harmless VRT, its board members, officers, employees, agents, design engineers, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including attorney’s fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of, or in any way relating to, or alleged to be relating to, the negligence of Prime-Bidder, or the execution, performance, nonperformance, or enforcement of the Agreement.

6. **INVOICING:** The awarded Prime-Bidder will submit all invoices labeled with the RFB project number and with supporting documentation to: Valley Regional Transit, 700 N. E. 2nd Street, Suite 100, Meridian, ID 83642. All Invoices through VRT are processed monthly. The awarded Prime-Bidder can expect VRT to issue and mail payment Between 45 and 60 days after receipt of acceptable invoice with regards to the terms set forth within this RFB. The awarded bidder shall submit invoices promptly. If invoices are not received within 90 days of substantial completion of the work, VRT reserves the right to withhold an administration fee of up to 10% of the invoiced amount to process delinquent invoices.

7. **CURRENCY:** All payments are payable in US currency.

8. **CONTRACT ADMINISTRATION:** The Capital Infrastructure Project Manager of VRT shall be the administrator for this contract.

9. **SUFFICIENT PERSONNEL:** The Contractor will provide sufficient personnel to accomplish installation of items required herein within the time limits defined.

10. **WORK AREA TOUR:** The Contractor will tour the work area with the VRT and/or local jurisdiction representative as determined necessary by VRT representative for the purpose of determining compliance with the contract requirements or to discuss the required Work.

11. **DEFICIENT WORK/COMPLIANCE:** The Contractor will perform additional Work as may be required in order to bring all deficient Work into full compliance with the plans, specifications and applicable local jurisdiction compliance.

12. **CLEANING UP:** The Contractor shall at all times keep the work areas, including storage areas, free from accumulations of waste materials. Before completing the Work, the Contractor shall remove from the work and premises any rubbish, tools, equipment, and materials that are not the property of the Government. Upon completing the Work, the Contractor shall remove and dispose of at the Contractor’s expense, all litter and debris generated by the Contractor during performance of the on-site work and will leave the work area in a clean, neat, and orderly condition satisfactory to the Owner. The Contractor will not allow or permit any litter or other debris to be blown or swept onto private property, storm drains or streets.

**PART V: DEFINITIONS**

The following terms, whenever set forth in initial capitals in this Agreement, shall have the meanings set forth in this Part V, Definition, except as otherwise expressly provided in this Agreement:

**Agreement:** The complete RFB including the proposed and final contract and all addendums and final negotiations.

**Agreement Term:** The time commencing with the award of the contract and ending on the expiration of the contract, including any extensions or renewals that may be or have been agreed upon by both parties after award to the contract.

**Intent to Award:** The letter that VRT will send to all Prime-Bidders stating VRT’s selection.

**Negotiations:** After final selection, VRT and the selected Prime-Bidder will negotiate a start date, performance measures, billing format, and reporting.

**Bidder or Prime-Bidder:** The Bidder or Prime-Bidder is the primary contact with VRT and is responsible for all services for which it is submitting an RFB. The Prime-Bidder is responsible for all Sub-Bidders and their compliance to all standards of this RFB.
Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

Original Contract Price: “Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

Owner: VRT.

RFB: Request for bid. This document and all of its attachments.

Required Coverage: All insurance necessary to protect and save harmless VRT, the Vehicles, the Equipment, and the Real Property and Facilities, including, without limitation, the insurance coverage specified in this Agreement.

Sub-Bidder: Is the subcontractor for which the Prime-Bidder is directly responsible.

Termination for Default: Termination caused by diminished service or scheduling; requirement compliance, plan implementation or failure to perform in a timely manner.

Termination for Impossibility: Termination in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.

Valley Regional Transit: The Regional Public Transportation Authority for the Treasure Valley Area.

Valley Regional Transit Board: The duly appointed Board of Directors of VRT

VRT: Valley Regional Transit.
Part VI - Davis-Bacon Wage Rates Applicable to this Project

DAVIS-BACON ACT GENERAL WAGE DECISIONS ARE UPDATED PERIODICALLY. THE DBA GENERAL WAGE DECISION INCLUDED BELOW MAY BE UPDATED AT SOME POINT BEFORE THE SIGNING OF THE CONTRACT. THE CURRENT WAGE DECISION AT THE TIME OF THE CONTRACT SIGNING WILL APPLY. WAGE DECISIONS SHOWN BELOW ARE PULLED PRIOR TO THE BID AND SHOULD BE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO MONITOR DBA GENERAL WAGE DECISION UPDATES AND USE CURRENT WAGE DECISION INFORMATION AS IT IS MADE AVAILABLE FOR BIDDING PURPOSES. THESE WAGES TO BE INCORPORATED INTO THE FINAL CONTRACT UNLESS NOTED OTHERWISE. SINCE THIS PROJECT IS ADJACENT TO AND WILL CONNECT TO A STATE HIGHWAY, CONSTRUCTION TYPE “HIGHWAY” IS INCLUDED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL WAGES SUBMITTED ARE APPROPRIATE, APPROVED AND CERTIFIED FOR THE WORK COMPLETED BEFORE SUBMITTING REPORTS.

"General Decision Number: ID20200090 01/03/2020

Superseded General Decision Number: ID20190090

State: Idaho

Construction Type: Highway

County: Ada County in Idaho.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on
the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

**Modification Number**
0 01/03/2020

**ENGI0370-014 01/01/2019**

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<td>Bulldozer</td>
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<td>GROUP 8</td>
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</table>

**ZONE PAY:**
Zone 1  0 - 30 miles:  free
Zone 2  30 - 60 miles:  $30.00/per day
Zone 3  More than 60 miles:  $35.00/per day.

If a project is located in more than one zone the lower zone rate shall apply

**ZONES SHALL BE MEASURED FROM THE FOLLOWING U.S. POST OFFICES:**

**BOISE:** 304 N. 8TH STREET
**TWIN FALLS:** 253 2ND AVE. WEST
**POCATELLO:** CLARK STREET
**IDAHO FALLS:** 875 NORTH CAPITAL AVE.

* LAB00238-035 06/01/2019*
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<tr>
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<tr>
<td>Zone Differential (Add to Zone 1 rates): Zone 2 – $2.00</td>
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<td>BASE POINTS: Pasco</td>
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<td>Zone 1: 0–45 radius miles from the main post office.</td>
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<td>Zone 2: 45 radius miles and over from the main post office</td>
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<td>CARPENTER (Form Work Only).......$ 26.24</td>
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<td>CARPENTER, Excludes Form Work....$ 23.92</td>
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<td>Operator</td>
<td>Rate</td>
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<td>--------------------------------</td>
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<tr>
<td>Forklift</td>
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<td>Grader/Blade</td>
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<td>Loader</td>
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<td>Oiler</td>
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<td>Paver (Asphalt, Aggregate, and Concrete)</td>
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<td>Roller (Subgrade)</td>
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<td>Rotomill</td>
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<td>Screed</td>
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<tr>
<td>Traffic Control: Flagger</td>
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<tr>
<td>Traffic Control: Laborer-Cones/Barricades/Barrels Setter/Mover/Sweeper</td>
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<td>Dump Truck</td>
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<td>Oil Distributor Truck</td>
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<tr>
<td>Water Truck</td>
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

================================================================
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,
Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Part VII - RFB 2020-05-28 Owners and Specifiers Project Manual and Drawings
2020 ADA COUNTY BUS STOP IMPROVEMENTS PROJECT

RFB 2020-05-28
OWNERS AND SPECIFIERS PROJECT MANUAL AND DRAWINGS

PREPARED BY

PARAGON CONSULTING, INC.
157 W. 4TH ST.
KUNA, ID 83634

Original Signed By: W. Joe Barton
Date Original Signed: May 28, 2020
Original on File at Valley Regional Transit

MAY 28, 2020
Project Directory

Owner Team

Valley Regional Transit

Owners Project Manager: Stephen Hunt
Ph: 208-258-2701
shunt@valleyregionaltransit.org

Valley Regional Transit

Owners Inspector: Derrick Personette
Ph: 208-891-2423
dpersonette@valleyregionaltransit.org

Consultant Inspection Manager: Joe Barton
Ph: 208-921-8486
jbarton@paragonfbk.com

Design Team

Paragon Consulting

Project Engineer: Joe Barton
Ph: 208-921-8486
jbarton@paragonfbk.com
### MASTER TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Division</th>
<th>Bidding and Contract Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section #</td>
<td>Title</td>
</tr>
<tr>
<td>00001</td>
<td>Cover Document</td>
</tr>
<tr>
<td>00002</td>
<td>Project Directory</td>
</tr>
<tr>
<td>00010</td>
<td>Master Table of Contents</td>
</tr>
<tr>
<td>00015</td>
<td>Schedule of Drawings</td>
</tr>
<tr>
<td>00030</td>
<td>Advertisement for Bids</td>
</tr>
<tr>
<td>00040</td>
<td>Bidder’s Checklist</td>
</tr>
<tr>
<td>00200</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>00410</td>
<td>Bid Form</td>
</tr>
<tr>
<td>00420</td>
<td>Bid Schedule</td>
</tr>
<tr>
<td>00430</td>
<td>Bid Bond</td>
</tr>
<tr>
<td>00440</td>
<td>Naming of Subcontractors Form</td>
</tr>
<tr>
<td>00445</td>
<td>Naming of Subcontractors, Suppliers and Other Entities Form</td>
</tr>
<tr>
<td></td>
<td>Notice of Intent to Award</td>
</tr>
<tr>
<td></td>
<td>Award</td>
</tr>
<tr>
<td>00520</td>
<td>Standard Form of Agreement</td>
</tr>
<tr>
<td>00550</td>
<td>Notice to Proceed</td>
</tr>
<tr>
<td>00610</td>
<td>Performance Bond</td>
</tr>
<tr>
<td>00615</td>
<td>Payment Bond</td>
</tr>
<tr>
<td>00620</td>
<td>Contractor’s Application for Payment</td>
</tr>
<tr>
<td>00625</td>
<td>Certificate of Substantial Completion</td>
</tr>
<tr>
<td>00710</td>
<td>Standard General Conditions of the Construction Contract</td>
</tr>
<tr>
<td>00820</td>
<td>General Provisions and Special Provisions</td>
</tr>
<tr>
<td>00930</td>
<td>Supplementary Conditions</td>
</tr>
<tr>
<td>00940</td>
<td>Work Change Directive</td>
</tr>
<tr>
<td>00941</td>
<td>Change Order</td>
</tr>
<tr>
<td>00942</td>
<td>Field Order</td>
</tr>
<tr>
<td></td>
<td>Plans</td>
</tr>
<tr>
<td>SHEET NO.</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td>1</td>
<td>TITLE SHEET</td>
</tr>
<tr>
<td>2</td>
<td>GENERAL NOTES</td>
</tr>
<tr>
<td>3</td>
<td>VICINITY MAP - BOISE BUS STOP IMPROVEMENTS</td>
</tr>
<tr>
<td>4</td>
<td>STOP 01010327</td>
</tr>
<tr>
<td>5</td>
<td>STOP 01010328</td>
</tr>
<tr>
<td>6</td>
<td>STOP 01011027</td>
</tr>
<tr>
<td>7</td>
<td>STOP 01010744</td>
</tr>
<tr>
<td>8</td>
<td>STOP 01011038</td>
</tr>
<tr>
<td>9</td>
<td>STOP 01010798</td>
</tr>
<tr>
<td>10</td>
<td>STOP 01010542</td>
</tr>
<tr>
<td>11</td>
<td>STOP 01010543</td>
</tr>
<tr>
<td>12</td>
<td>STOP 01010958</td>
</tr>
<tr>
<td>13</td>
<td>STOP 01010997</td>
</tr>
<tr>
<td>14</td>
<td>STOP 01010861</td>
</tr>
<tr>
<td>15</td>
<td>STOP 01011028</td>
</tr>
<tr>
<td>16</td>
<td>STOP 01011030</td>
</tr>
<tr>
<td>17</td>
<td>STOP 01010970</td>
</tr>
<tr>
<td>18</td>
<td>STOP 01010964</td>
</tr>
<tr>
<td>19</td>
<td>STOP 01010662</td>
</tr>
<tr>
<td>20</td>
<td>STOP 01010989</td>
</tr>
<tr>
<td>21</td>
<td>STOP 01010956</td>
</tr>
<tr>
<td>22</td>
<td>STOP 01010992</td>
</tr>
<tr>
<td>23</td>
<td>PARKCENTER &amp; APPLE NEC</td>
</tr>
<tr>
<td>24</td>
<td>PARKCENTER &amp; APPLE SEC</td>
</tr>
<tr>
<td>25</td>
<td>PARKCENTER &amp; LAW NEC</td>
</tr>
<tr>
<td>26</td>
<td>VICINITY MAP - EAGLE BUS STOP IMPROVEMENTS</td>
</tr>
<tr>
<td>27</td>
<td>STATE &amp; BALLANTYNE NEC</td>
</tr>
<tr>
<td>28</td>
<td>STATE &amp; BALLANTYNE SEC</td>
</tr>
<tr>
<td>29</td>
<td>STATE &amp; STIERMAN NEC</td>
</tr>
<tr>
<td>30</td>
<td>RIVERSIDE &amp; PACIFIC SWC</td>
</tr>
<tr>
<td>31</td>
<td>VICINITY MAP - MERIDIAN BUS STOP IMPROVEMENTS</td>
</tr>
<tr>
<td>32</td>
<td>COBALT &amp; INNOVATION NEC</td>
</tr>
<tr>
<td>33</td>
<td>PINE &amp; 3RD NEC</td>
</tr>
<tr>
<td>34</td>
<td>PINE &amp; 3RD SWC</td>
</tr>
<tr>
<td>35</td>
<td>RECORDS &amp; VILLAGE SWC</td>
</tr>
<tr>
<td>36</td>
<td>RECORDS &amp; FAIRVIEW NWC</td>
</tr>
<tr>
<td>37</td>
<td>CONSTRUCTION TRAFFIC CONTROL PLAN GENERAL NOTES</td>
</tr>
<tr>
<td>38-43</td>
<td>CONSTRUCTION TRAFFIC CONTROL PLAN</td>
</tr>
<tr>
<td>44</td>
<td>EROSION &amp; SEDIMENT CONTROL PLAN</td>
</tr>
</tbody>
</table>
VALLEY REGIONAL TRANSIT
LEGAL NOTICE
ADVERTISEMENT FOR BIDS

PROJECT TITLE: Solicitation No. RFB 2020-05-28

VRT is accepting BIDS for the 2020 Ada County Bus Stop Improvements as set forth in the Contract documents for RFB 2020-05-28. Bids will be received by mail to Valley Regional Transit (VRT) at 700 NE 2nd Street, Suite 100, Meridian, Idaho 83642, or Emailed to procurement@valleyregionaltransit.org until 4:00 p.m. local time on June 19, 2020.

A Pre-Bid Meeting will be held June 4, 2020 at 1:30 p.m. MT via Go To Meeting:

https://global.gotomeeting.com/join/752944821

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3112
- One-touch: tel:+16467493112,,752944821#

Access Code: 752-944-821

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
https://global.gotomeeting.com/install/752944821

Questions about the RFB are due by 4:00 p.m. MT, June 12, 2020. Questions can be sent to Kelly Jakovac, VRT Procurements, at procurement@valleyregionaltransit.org Subject: RFB 2020-05-28.

This federally-funded project entails concrete work to renovate or improve bus stops in Ada County, ID. This work will involve removing existing concrete or landscaping and replacing it with new concrete as specified in the plan set. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal requirements. A public works contractor’s license will be required for this work.

The PROJECT MANUAL, DRAWINGS and EXHIBITS may be examined at the following location(s):

Valley Regional Transit
700 N E 2nd Street Ste. #100
Meridian, ID 83642

The PROJECT MANUAL, DRAWINGS and EXHIBITS may be obtained at https://www.questcdn.com. Downloading from questcdn.com requires a $15.00 fee. Downloading a plan set from questcdn.com automatically makes the user an official plan holder. To download, users must create an account on questcdn.com and search under the title RFB 2020-05-28 2020 Ada County Bus Stop Improvements and look for project #7103688. Responsible bidders will be required to create an account and download the plans and specifications for possible addenda purposes. Bidders who did not create an account and download the required documents will be considered non-responsive.

In determining the lowest responsive bid, the Owner will consider all acceptable bids on a basis consistent with the bid package. The Owner will also consider whether the bidder is a responsible bidder.

Before a contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder’s qualifications.

All bids must be signed and accompanied by evidence of authority to sign.
Valley Regional Transit reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of Valley Regional Transit.

Disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, or disability in consideration for an award of any contract entered into pursuant to this advertisement.
BIDDER'S CHECK LIST

The Bidder's Check List is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the bidder from properly completing his/her Bid.

Check off when completed:

1. _____ Are all blank spaces filled out on Bid Form?

2. _____ Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?

3. _____ Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown correctly.

4. _____ Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?

5. _____ Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number, address and any other contact information and any other required information?

6. _____ Have all other subcontractors, suppliers, individuals or entities as required in the Instructions to Bidders been listed, and in the case of subcontractors, their Idaho Public Works Contractor license number and any other required information?

7. _____ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?

8. _____ In order for a Bid to be considered, the naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.

9. _____ Has Bidder performed examinations in accordance with the Instructions to Bidders?

10. _____ Has Bidder included additional information required in Article 15 of the Instructions to Bidders?
ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. Bidder—The individual or entity who submits a Bid directly to OWNER.

B. Issuing Office—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

C. Successful Bidder—The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER’s evaluation as hereinafter provided) makes an award.

D. Substantial Completion—In addition to Article 1, 1.01.A.44 of the General Conditions: Substantial completion specifically implies that project is substantially complete and only minor punch list items are outstanding.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit will not be refunded.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder’s qualifications to perform the Work, within five days of OWNER’s request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

3.03 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor’s License to submit a Bid or proposal for this project. If this project is financed in
whole or in part with federal aid funds, a Public Works Contractor License is not required to Bid or propose, but will be required prior to award.

3.04 The Prime Contractor and his Subcontractor(s) must hold a State Public Works Contractor's License, prior to award of the project.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions, if any, identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings, if any, referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of 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.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to Hazardous Environmental Conditions identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provide in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of 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.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs, 4.02, 4.03 and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due
to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. obtain and carefully study (or assume responsibility for doing so) all investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, test, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, test, studies, and data with the Bidding Documents;
I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to BIDDER, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 **A Pre-Bid Meeting will be held June 4, 2020 at 1:30 PM MT** via Go To Meeting:

https://global.gotomeeting.com/join/752944821

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3112
- One-touch: tel:+16467493112,,752944821#

Access Code: 752-944-821

New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/752944821

Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to any questions arising. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than seven
calendar days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of Bidder’s maximum Bid price and in the form of a certified or bank check or cash or a Bid Bond issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven 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) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by CONTRACTOR, application for such acceptance will not be considered by ENGINEER until after the Effective Date of Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the Supplementary Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the
Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 5 days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given request apparent Successful Bidder to submit a substitute, without an increase in the bid.

12.02 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, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute ground for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity 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 revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.04 Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and void. Use naming of subcontractors form 00440.

12.05 In addition to naming subcontractors for plumbing, heating and air-conditioning work, and electrical work, the Bidder shall supply names and addresses for the following (include Idaho Public Works Contractor License Numbers for any subcontractors) (use naming of subcontractors, suppliers or other entities form 00445):

None

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from the Engineer.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for lump sum listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall 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 shall be shown below the signature.
13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member 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 below the signature.

13.06 A Bid by an individual shall show the Bidder’s name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicted on the Bid form. The official address of the joint venture must be shown below the signature. Include evidence of authority to sign.

13.08 All names shall be typed or printed in ink in the space provided.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in Idaho. If the project is federally funded, signing the Bid Form constitutes a covenant to obtain such qualification prior to award of the contract. Bidder’s Idaho Public Works Contractor License Number shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

14.01 Unit Price

   A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
   
   B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 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. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding and Contract Documents. The Bid form, Bid security, listing of subcontractors and suppliers and other required Bidding Documents may be submitted without the accompanying contract documentation.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and, if mailed or hand delivered, shall be enclosed in an opaque sealed envelope plainly marked 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 shall 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 shall be enclosed in a separate envelope plainly marked on the outside with the notation “BID ENCLOSED RFB 2020-05-28.” [The Bid shall be addressed to Valley Regional Transit, 700 NE 2nd Street, Suite 100, Meridian, Idaho 83642 or emailed to procurement@valleyregionaltransit.org.]

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 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, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

16.03 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidder not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.

16.04 Grounds for relief. The Bidder shall establish to the satisfaction of the public entity that:

a) A clerical or mathematical mistake was made;
b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying the notice in detail how the mistake occurred; and
c) The mistake was material.

ARTICLE 17 – OPENING OF BIDS

17.01 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 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 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 19 – AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be
responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not 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.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner.

19.07 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following numerical order:

1. Contract Change Orders issued at the time of or following execution of the Standard Form of Agreement
2. Work Change Directives issued following execution of the Standard Form of Agreement
3. Contract Addendums issued prior to Bid opening
4. Standard Form of Agreement Between OWNER and Contractor on the Basis of a Stipulated Price, Document 00520
5. Supplementary Conditions Document 00930
6. General Conditions, 2017 ISPWC Division 100
7. Instructions to Bidders, Document 00200
8. Drawings (attached separately)
10. 2017 ACHD Supplemental to the 2017 ISPWC (December, 2017)
11. Technical Specifications, 2017 ISPWC

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER’s requirements as to Performance and Payment Bonds and insurance. When the successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

ARTICLE 21 – SIGNING OF THE AGREEMENT

21.01 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract
Documents which are identified in the Agreement as attached thereto. Within 15 days or as soon as possible thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Refer to Article 6 of the General Conditions for tax requirements.

ARTICLE 23 – RETAINAGE

23.01 Provisions for retainage are as established in the Contract.

ARTICLE 24 – MISCELLANEOUS

24.01 Owner has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of Owner’s contracting to the maximum extent practicable. Consistent with the DBE Policy, the successful Bidder selected for this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

24.02 All submittals, including Bids, and any other information provided by a Bidder may be considered a public record and, except as noted below, will be available for inspection and copying by any person after the award of this Agreement. Any information submitted to Owner is subject to release as provided for by Idaho Public Records Law, Idaho Code, Title 9, Chapter 3, Sections 338 through 350. Owner will take reasonable efforts to protect any information marked “confidential”, to the extent allowed by Idaho Public Records Law. Confidential information should be clearly identified in a cover letter submitted with your response. It is requested that confidential information be placed in a separate envelope within the Bid to minimize the risk of accidental copying and release. Confidential information will be returned to the Bidder upon request after award of the contract. It is understood, however, that Owner will have no liability for disclosure of such information. Any proprietary or confidential information contained in or within any Bid is subject to potential disclosure.
BID FORM

RFB 2020-05-28

2020 Ada County Bus Stop Improvements
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Recipient</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Bidder’s Acknowledgements</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Bidder’s Representations</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Bidder’s Certification</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Basis of Bid</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>Time of Completion</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>Attachments to This Bid</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>Defined Terms</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>Bid Submittal</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>Buy America Certificate</td>
<td>9</td>
</tr>
<tr>
<td>11</td>
<td>Lobbying Certificate</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>Conflict of Interest Affidavit</td>
<td>11</td>
</tr>
<tr>
<td>13</td>
<td>Federal Contract Provisions</td>
<td>12</td>
</tr>
<tr>
<td>14</td>
<td>Bid Schedule</td>
<td>24</td>
</tr>
</tbody>
</table>
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted by delivery or mail to:

Valley Regional Transit  
Attn: Procurement Dept.  
700 N E 2nd Street  
Suite 100  
Meridian, Idaho 83642

Or by e-mail to: procurement@valleyregionaltransit.org

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 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied any and all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data,"
E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. 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.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. 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; and

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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;

2. “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;

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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s):

(SEE BID SCHEDULE UNDER ARTICLE 13 AT THE END OF THIS SECTION)

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.
ARTICLE 7 – ATTACHMENTS TO THIS BID

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

   A. Required Bid Security;

   B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contracts License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

   C. Provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Public Works Contractor License Numbers for any subcontractors);

   D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

   E. State of Idaho Public Works Contractor’s License No.: ____________

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): ____________________________

By: ____________________________

(Individual’s signature)

Doing business as: ____________________________

A Partnership

Partnership Name: ____________________________

By: ____________________________

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): ____________________________

A Corporation

Corporation Name: ____________________________ (SEAL)

State of Incorporation: ____________________________

Type (General Business, Professional, Service, Limited Liability): _______

By: ____________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed): ____________________________

Title: ____________________________

(CORPORATE SEAL)

Attest ____________________________

Date of Qualification to do business in Idaho is ___/___/____.
A Joint Venture

Name of Joint Venture: ____________________________________________

First Joint Venturer Name: ________________________________ (SEAL)

By: ________________________________________________________
   (Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _______________________________________

Title: _______________________________________________________

Second Joint Venturer Name: ________________________________ (SEAL)

By: ________________________________________________________
   (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _______________________________________

Title: _______________________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership,
and corporation that is a party to the joint venture should be in the manner indicated
above.)

Bidder's Business Address ________________________________________

_________________________________________________________________

Phone No. ___________________________ Fax No. _______________________

E-mail _____________________________

SUBMITTED on ________________, 20____.

Idaho Public Works Contractor License No. ________________.
ARTICLE 10 – BUY AMERICA CERTIFICATE

BUY AMERICA

1.1. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

1.2. Certification requirement for procurement of steel, iron, or manufactured products.


The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date ____________________________________________________________

Signature________________________________________________________________________

Company Name________________________________________________________________________

Title ______________________________________________________________________________

1.2.2. Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date ____________________________________________________________

Signature________________________________________________________________________

Company Name________________________________________________________________________

Title ______________________________________________________________________________
ARTICLE 11 – LOBBYING CERTIFICATE

LOBBYING

1.1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

1.1.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, ____________________________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

__________________________________________
Signature of Contractor's Authorized Official

__________________________________________
Name and Title of Contractor's Authorized Official

__________________________________________ Date
ARTICLE 12 – CONFLICT OF INTEREST AFFIDAVIT

CONFLICT OF INTEREST AFFIDAVIT

The undersigned, being first duly sworn on oath states on behalf of the Proposer:

Conflict of Interest - That the Proposer, by entering into this contract with Valley Regional Transit is to perform or provide work, services or materials to Valley Regional Transit, has thereby covenanted, and by this affidavit does again covenant any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such a interest. In the event that the Proposer, its agents, employees, or representatives, hereafter acquire such a conflict of interest, it shall immediately disclose such interest to Valley Regional Transit and take action immediately to eliminate the conflict or to withdraw from this contract, as Valley Regional Transit may require.

Contingent Fees and Gratuities - That the Proposer, by entering into this contract with Valley Regional Transit to perform or provide services or materials for Valley Regional Transit has thereby covenanted, and by this affidavit does again covenant and assure:

A. That no person or selling agency except employees or designated, agents or representatives of the Proposer has been employed or trained to solicit or secure this contract with an agreement or understand that a commission, percentage, brokerage, or contingent fee would be paid; and

B. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any of its agents, employees or representatives, to any official, member or employee of Valley Regional Transit or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Company Name: __________________________________________________________

By: ________________________________________________________________

Title: ________________________________________________________________

(seal)
ARTICLE 13 – FEDERAL CONTRACT PROVISIONS

Contractor shall include this signed Federal Contract Provisions with the Contractor’s Bid.

Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

Date: _________________
(Signature)

The clauses included herein are for construction contracts, based on the Federal Transit Administration Circular FTA-C-4220.1F.

   1.1. All work performed under this Agreement or pursuant to any Work Order shall meet the requirements of federal and state law including but not limited to the following:

2. No Obligation by the Federal Government
   2.1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

   2.2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. Program Fraud and False or Fraudulent Statements or Related Acts
   3.1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

   3.2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

   3.3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
4. Access to Records

4.1. The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

4.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4.3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. Federal Changes

5.1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. Termination

6.1. **Termination for Convenience:** The Purchaser may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Purchaser to be paid the Contractor. If the Contractor has any property in its possession belonging to the Purchaser, the Contractor will account for the same, and dispose of it in the manner the Purchaser directs.

6.2. **Termination for Default:** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Purchaser may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Purchaser resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Purchaser in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

6.2.1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Purchaser, acts of another Contractor in the performance of a contract with the Purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and

6.2.2. The Contractor, within ten (10) days from the beginning of any delay, notifies the Purchaser in writing of the causes of delay. If in the judgment of the Purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the Purchaser shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Purchaser.

6.3. **Opportunity to Cure:** The Purchaser in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Contractor of written notice from Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

6.4. **Waiver of Remedies for any Breach:** In the event that Purchaser elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Purchaser shall not limit Purchaser's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

7. **Civil Rights**

7.1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

7.2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:

7.2.1. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7.2.2. **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7.2.3. **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
7.3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Executive Order 11246 – Equal Employment Opportunity: During the performance of this contract, the Contractor agrees as follows:

8.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

8.2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

8.3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

8.4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8.5. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

8.6. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

8.7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8.8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p.
9. **Disadvantaged Business Enterprises**

9.1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Valley Regional Transit’s overall goal for DBE participation is 2%. A separate contract goal has not been established for this procurement.

9.2. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Purchaser deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

9.3. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Purchaser. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractors' work by the Purchaser and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

9.4. The Contractor must promptly notify Purchaser, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Purchaser.

10. **Suspension and Debarment**

10.1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Purchaser. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Purchaser, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. **Breaches and Dispute Resolution**

11.1. **Disputes:** Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Purchaser’s representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchaser’s representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchaser’s representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

11.2. **Performance During Dispute:** Unless otherwise directed by Purchaser, Contractor shall continue performance under this contract while matters in dispute are being resolved.
11.3. **Claims for Damages:** Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

11.4. **Remedies:** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Purchaser and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Purchaser is located.

11.5. **Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Purchaser, Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. **Clean Air**

12.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

12.2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

13. **Clean Water**

13.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

13.2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14. **Davis-Bacon and Copeland Anti-Kickback Acts**

14.1. (1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon
poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

14.2. (2) Withholding – The Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Purchaser may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

14.3. (3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Purchaser for transmission to the Federal Transit Administration. The payrolls
submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

14.4. (4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.
Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predefined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predefined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predefined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the Equal Employment Opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

14.5. (5) Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

14.6. (6) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

14.7. (7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

14.8. (8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

14.9. (9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
14.10. **Certification of eligibility** - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


15. **Contract Work Hours and Safety Standards**

15.1. **Overtime requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

15.2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

15.3. **Withholding for unpaid wages and liquidated damages** – The Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

15.4. **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

16. **Energy Conservation**

16.1. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

17. **Recovered Materials**

17.1. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

18. **A.D.A. Access**

18.1. All work completed by the Contractor shall be done to the following federal requirements: Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private
public and private entities. Contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

19. Incorporation of Federal Transit Administration (FTA) Terms

19.1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Purchaser requests which would cause Purchaser to be in violation of the FTA terms and conditions.
ARTICLE 14 – BID SCHEDULE

See Next Page
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT BID PRICE</th>
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**TOTAL BID AMOUNT:**

Any Proposal that contains omissions, erasures, or alterations not initialed may be considered unresponsive. The Bidder acknowledges, declares, and represents that they have carefully examined all omissions, erasures, and/or alterations (collectively "modifications") to the Proposal made by the Bidder, and approves of all such modifications and that the individual(s) initialing any such modifications has authorization to do so on behalf of the Bidder. Any Proposal that contains additions of any kind, prices uncalled for, or that in any manner fail to conform to the published invitation to Bid may be considered unresponsive.

**BIDDER COMPANY NAME:**

5/28/2020

00420

1 OF 1
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
    Valley Regional Transit
    700 NE 2nd Street, Suite 100
    Meridian, Idaho 83642

BID
    Bid Due Date:    June 19, 2020 at 4:00 PM MT
    Description (Project Name and Include Location):
        RFB 2020-05-28, 2020 Ada County Bus Stop Improvements

BOND
    Bond Number:
    Date (Not earlier than Bid due date):
    Penal sum
    $ ____________________________
    (Written in Words)  (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
    Bidder’s Name and Corporate Seal
    By:
    ____________________________
    Signature
    ____________________________
    Print Name
    ____________________________
    Title
    ____________________________
    Attest:
    ____________________________
    Signature
    ____________________________
    Title

SURETY
    Surety’s Name and Corporate Seal
    By:
    ____________________________
    Signature (Attach Power of Attorney)
    ____________________________
    Print Name
    ____________________________
    Title
    ____________________________
    Attest:
    ____________________________
    Signature
    ____________________________
    Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner’s sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall 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 Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.
Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

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<thead>
<tr>
<th>Subcontractor Name and Address</th>
<th>Classification</th>
<th>License Number</th>
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**Naming of Subcontractors, Suppliers and Other Entities Form**

In addition to subcontractors for plumbing, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

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<thead>
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<th>Classification</th>
<th>License Number (1)</th>
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<tbody>
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1) List Idaho Public Works Contractor License Numbers for all subcontractors.
Notice of Intent to Award

Date: June 24, 2020

Project: 2020 Ada County Bus Stop Improvements
Owner: Valley Regional Transit
Project Location: Ada County
Offeror:
Offerors Address:

Valley Regional Transit has reviewed and evaluated all bids received for the aforementioned RFB 2020-05-28.

After careful consideration as to the completeness of each Bid and comparisons of total costs submitted, VRT staff is recommending the 2020 Ada County Bus Stop Improvements be awarded to:

If any participating Bidders objects to such award, such Bidder shall respond in writing to this notice within seven (7) calendar days of the date of this letter, setting forth in such response the express reason or reasons that the award decision of the governing board is in error.

Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

(a) The name, address and telephone number of the protestor;
(b) Identification of the solicitation number;
(c) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
(d) A statement as to what relief is requested.

All protest are to be submitted in writing to:

Valley Regional Transit
Attn: Grants and Compliance Administrator
700 NE 2nd Street, Suite 100
Meridian, Idaho 83642

NOTE: This is only a Notice of Intent to Award; it is not an Award. Work under the contemplated contract is not to commence until after an Award is issued and the Notice to Proceed is issued by Valley Regional Transit. Thank you for your continued interest in Valley Regional Transit projects.
July 6, 2020

__________________________
__________________________
__________________________

RE: RFB-2020-05-28 Ada County Bus Stop Improvements

AWARD

This constitutes Valley Regional Transit’s acceptance of __________________________
signed offer dated June 19, 2020 in response to Valley Regional Transit’s Solicitation
No. RFB-2020-05-28 - Ada County Bus Stop Improvements.

Agreement Term: Commences on the above date. In the event of any inconsistency
such inconsistency shall be resolved by giving precedence in the following order:

1. This Notice to Proceed.
3. The signed offer from __________________________
4. Price Proposal from __________________________

Please provide the following documentation within seven (7) days of receiving this
notification:

1. Certificate of Insurance
2. W9
3. ACH Form
5. Performance Bond
6. Payment Bond

Valley Regional Transit staff shall administer oversight of this contract. Your primary
contact will be Stephen Hunt, Project Manager 700 NE 2nd St., Suite 100, Meridian, ID
83642; phone 208-258-2701; email shunt@valleyregionaltransit.org

Paragon Consulting and their sub-consultant will provide support to Valley Regional
Transit in answering technical and contracting questions. Your primary contact will be
Joe Barton phone 208-921-8486; email j Barton@paragonfbk.com

Sincerely,

Kelly Jakovac
Grants and Compliance Administrator
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)
RFB 2020-05-28, 2020 Ada County Bus Stop Improvements

THIS AGREEMENT is by and between Valley Regional Transit ("Owner") and
________________________________________ ("Contractor").

Owner and Contractor hereby agree as follows:

Article 1 – PARTIES

1.01 Valley Regional Transit is Regional Transportation Authority established pursuant to Idaho Code § 40-2101 et seq.

1.02 ___________________________, is a __________________________ organized under Idaho law.

Article 2 – THE WORK AND THE PROJECT

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

2.02 2020 Ada County Bus Stop Improvements. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This federally-funded project entails construction of bus stop concrete pad improvements throughout Boise Idaho.

Article 3 – ENGINEER

3.01 The Project has been designed by Paragon Consulting Inc. Paragon Consulting, Inc. has permission to act as Owner’s representative, assuming all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
Article 4 – **CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

B. The work will be substantially complete within 90 calendar days of Notice to Proceed. All items will be ready for final payment in accordance with paragraph 14.07 of the General Conditions within 104 calendar days of Notice to Proceed.

4.03 *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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding 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), Contractor shall pay Owner **$500.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **$500.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. This damage assessment will be returned to the project budget as a credit on the invoices requested by the contractor and used to cover project costs. Damage value is based on additional entitlement work that would be required should the project be delayed. Costs incurred for delays would be related to extending grants, entitlement, design and construction of additional phases of City work around the project. Additional elements covered by the damages would be credited to additional construction management needs, additional inspection times and coordination as well as additional meetings and correspondence.
ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work, at the unit 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 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. The contractor shall submit payment applications in a timely manner. Should the contractor fail to submit payment applications within 90 days of the agreed upon date for final or scheduled payment, the owner may choose to withhold payment all or in part, or assess an administrative fee.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

   a. 95% percent of Work completed (with the balance being retainage); and

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

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance
with Paragraph 14.02.B.5 of the General Conditions and less 150% percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the Owner may, at the Owner’s sole discretion, reduce the amount of retainage being held.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTENTIONALLY OMITTED

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied any and all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable “technical data.”

E. Contractor has considered the information known to Contractor; 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 Site-related reports, if any, and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly
required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

G. 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.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The Contractor is an appropriately licensed public works contractor as required by Idaho Code § 54-1902 and meets any applicable licensing or other requirements of other governmental entities including but not limited to Ada County Highway District or the Idaho Transportation Department.

K. As described in Paragraph 5.01 of the General Conditions, Contractor will provide a performance bond in the form described by Section 00610, Pages 1-3, and a payment bond in the form described by 0615, Pages 1-3, in an amount equal to the lump sum amount described Paragraph 5.01.A, above.

L. Contractor will provide the insurance as provided in Paragraph 5.04 of the General Conditions in the following amounts:

1. General Liability Insurance: One million dollars ($1,000,000) for each occurrence and Three million ($3,000,000) in the aggregate.

2. Comprehensive Automobile Liability. One million dollars ($1,000,000) for each occurrence and Three million ($3,000,000) in the aggregate.

3. Worker’s Compensation. The amount of at least one million dollars ($1,000,000).

M. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work, including but not limited to requirements imposed by the State of Idaho or any county, city or county highway district. Except where otherwise expressly required by applicable Laws and Regulations,
neither Owner nor Engineer shall be responsible for monitoring Contractor’s compliance with any Laws or Regulations. The Contractor will provide written proof of active insurance policies for the above listed requirements before work shall commence on site.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ______, and all exhibits and contract documents listed in Section 9.01.A hereto).

2. Performance Bond. Exhibit A

3. Payment Bond. Exhibit A

4. General Conditions, Section 710 - Idaho Standards for Public Works Construction (attached).


8. Master Table of Contents as listed in Section 00010 of the Project Manual.


10. Exhibit B to this Agreement:

   a. Contractor’s Bid (pages 1 to _____, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed - Exhibit C

   b. Field Change Directives.

   c. Change Orders.
12. The Request for Bid Cover, **Exhibit D**

   a. RFB 2020-05-28, Addenda No. ________, inclusive.

B. The documents listed above in Paragraph 9.01.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 9. In the event of any inconsistency in the documents listed above, the conflicting issue will be resolved using the most conservative code or requirement, or as indicated elsewhere in the Contract Documents. State, Local or Federal code conflicts or inconsistencies shall also be resolved by using the most conservative requirements. Errors or omissions in the contract documents by the owner, engineer or owner’s representative shall default to the requirements of the ISPWC or applicable State, Local or Federal code and shall be designed and built accordingly.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 **Terms**

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

10.02 **Assignment of Contract**

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

10.03 **Successors and Assigns**

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

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall 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.

10.05 **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 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the date last signed, below (which is the Effective Date of the Agreement).

OWNER:

By:  Kelli Badesheim
Title: Executive Director

CONTRACTOR

By:  
Title:  
(If Contractor is a corporation, partnerships, or a joint venture, attach evidence of authority to sign.)

Attest:  
Title:  
Address for giving notices:  
700 N E 2nd Street
Suite 100
Meridian, Idaho 83642

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

Agent for service of process:

Address for giving notices:  

Idaho Public Works
Contractors License No.:  

Draft Contract
EXHIBIT A

PERFORMANCE AND PAYMENT BONDS
EXHIBIT B

CONTRACTOR’S BID
EXHIBIT C

NOTICE TO PROCEED
EXHIBIT D

REQUEST FOR BID COVER
Notice to Proceed

Date: ______________________

Project: 2020 Ada County Bus Stop Improvements

Owner: Valley Regional Transit  Owner's Contract No.: RFB 2020-05-28

Contract: Engineer's Project No.: RFB 2020-05-28

Contractor: ______________________

Contractor's Address: ______________________

You are notified that the Contract Times under the above Contract will commence to run on ___________. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is ___________, and the date of readiness for final payment is ___________.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Valley Regional Transit
Project Administrator:

Given by:

Name and Title

Signature

Date
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

Valley Regional Transit
700 N. E. 2nd Street, Suite 100
Meridian, Idaho 83642

CONTRACT

Effective Date of Agreement:

Amount (%): 100% of project cost

Description: RFB 2020-05-28, 2020 Ada County Bus Stop Improvements

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount: Project bid amount - $___

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Surety

Contractor's Name and Corporate Seal

(Seal)

Surety’s Name and Corporate Seal

(Seal)

By: 

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.
Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety’s obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner’s right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor’s right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety’s expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor’s right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated
5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor’s Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

Valley Regional Transit
700 N. E. 2nd Street, Suite 100
Meridian, Idaho 83642

CONTRACT

Effective Date of Agreement:
Amount (%): 100% of project cost
Description (Name and Location):
RFB 2020-05-28, 2020 Ada County Bus Stop Improvements

BOND

Bond Number:
Date (Not earlier than Effective Date of Agreement):
Amount: Project Bid Amount - $____________

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL  SURETY

Contractor's Name and Corporate Seal  Surety’s Name and Corporate Seal (Seal) (Seal)

By: By:
Signature
Signature (Attach Power of Attorney)

Print Name
Print Name

Title
Title

Attest:  Attest:
Signature
Signature

Title
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.
1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   Claimants who do not have a direct contract with Contractor:
   1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
   2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
   3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety’s expense take the following actions:

   Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   Pay or arrange for payment of any undisputed amounts.

7. Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner’s priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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 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 shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and 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.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)
Surety Agency or Broker:
Owner’s Representative (Engineer or other):
**Contractor's Application for Payment No.**

Application Period:  
Application Date:  

<table>
<thead>
<tr>
<th>To (Owner):</th>
<th>From (Contractor):</th>
<th>Via (Engineer):</th>
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<tr>
<td>Valley Regional Transit</td>
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Project:  
Contract:  

2020 Ada County Bus Stop Improvements  
RFB 2020-05-28  

Owner's Contract No.:  
Contractor's Project No.:  
Engineer's Project No.:  

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<th>4. TOTAL COMPLETED AND STORED TO DATE</th>
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<td>(Column F on Progress Estimate)</td>
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<tr>
<th>5. RETAINAGE:</th>
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<tr>
<td>a. 5% X Work Completed</td>
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<tr>
<td>b. 5% X Stored Material</td>
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<tr>
<td>c. Total Retainage (Line 5a + Line 5b)</td>
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<tr>
<th>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)</th>
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<tr>
<th>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)</th>
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<tr>
<th>8. AMOUNT DUE THIS APPLICATION</th>
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<tr>
<td>(Column G on Progress Estimate + Line 5 above)</td>
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<tr>
<th>9. BALANCE TO FINISH, PLUS RETAINAGE</th>
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<tr>
<td>(Line 8 or other - attach explanation of the other amount)</td>
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**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests or encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<table>
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<th>Payment of:</th>
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(Line 8 or other - attach explanation of the other amount)

is recommended by:  
(Engineer)  
(Date)

Payment of:  
$  
(Line 8 or other - attach explanation of the other amount)

is approved by:  
(Owner)  
(Date)

Approved by:  
(Funding Agency if applicable)  
(Date)

Please include ongoing schedule of values tracking with all invoices
### Site Work

#### Contractor's Application For Payment

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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<tr>
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<td>Description</td>
<td>Units</td>
<td>Scheduled Value</td>
<td>From Previous Application (C+D)</td>
<td>This Period</td>
<td>Materials Presently Stored (not in C or D)</td>
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For (contract): RFB 2020-05-28

Application Number:

Application Period:

Application Date:
Certificate of Substantial Completion

Project: **2020 Ada County Bus Stop Improvements**

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<tr>
<th>Owner: Valley Regional Transit</th>
<th>Owner's Contract No.: <strong>RFB 2020-05-28</strong></th>
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<tbody>
<tr>
<td>Contract:</td>
<td>Engineer's Project No.: <strong>RFB 2020-05-28</strong></td>
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</table>

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

- [ ] All Work under the Contract Documents:
- [ ] The following specified portions of the Work:

---

**Date of [tentative] [definitive] Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

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

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- [ ] Amended Responsibilities
- [ ] Not Amended

**Owner's Amended Responsibilities:**

**Contractor's Amended Responsibilities:**
The following documents are attached to and made part of this Certificate:

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

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article 1 – Definitions and Terminology</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 Defined Terms</td>
<td>1</td>
</tr>
<tr>
<td>1.02 Terminology</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article 2 – Preliminary Matters</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 Delivery of Bonds and Evidence of Insurance</td>
<td>5</td>
</tr>
<tr>
<td>2.02 Copies of Documents</td>
<td>5</td>
</tr>
<tr>
<td>2.03 Commencement of Contract Times; Notice to Proceed</td>
<td>5</td>
</tr>
<tr>
<td>2.04 Starting the Work</td>
<td>5</td>
</tr>
<tr>
<td>2.05 Before Starting Construction</td>
<td>6</td>
</tr>
<tr>
<td>2.06 Preconstruction Conference; Designation of Authorized Representatives</td>
<td>6</td>
</tr>
<tr>
<td>2.07 Initial Acceptance of Schedules</td>
<td>6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article 3 – Contract Documents: Intent, Amending, Reuse</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01 Intent</td>
<td>6</td>
</tr>
<tr>
<td>3.02 Reference Standards</td>
<td>7</td>
</tr>
<tr>
<td>3.03 Reporting and Resolving Discrepancies</td>
<td>7</td>
</tr>
<tr>
<td>3.04 Amending and Supplementing Contract Documents</td>
<td>8</td>
</tr>
<tr>
<td>3.05 Reuse of Documents</td>
<td>8</td>
</tr>
<tr>
<td>3.06 Electronic Data</td>
<td>8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01 Availability of Lands</td>
<td>8</td>
</tr>
<tr>
<td>4.02 Subsurface and Physical Conditions</td>
<td>9</td>
</tr>
<tr>
<td>4.03 Differing Subsurface or Physical Conditions</td>
<td>9</td>
</tr>
<tr>
<td>4.04 Underground Facilities</td>
<td>10</td>
</tr>
<tr>
<td>4.05 Reference Points</td>
<td>11</td>
</tr>
<tr>
<td>4.06 Hazardous Environmental Condition at Site</td>
<td>11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article 5 – Bonds and Insurance</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01 Performance, Payment, and Other Bonds</td>
<td>13</td>
</tr>
<tr>
<td>5.02 Licensed Sureties and Insurers</td>
<td>13</td>
</tr>
<tr>
<td>5.03 Certificates of Insurance</td>
<td>13</td>
</tr>
<tr>
<td>5.04 Contractor’s Insurance</td>
<td>14</td>
</tr>
<tr>
<td>5.05 Owner’s Liability Insurance</td>
<td>15</td>
</tr>
<tr>
<td>5.06 Property Insurance</td>
<td>15</td>
</tr>
<tr>
<td>5.07 Waiver of Rights</td>
<td>16</td>
</tr>
<tr>
<td>5.08 Receipt and Application of Insurance Proceeds</td>
<td>16</td>
</tr>
<tr>
<td>5.09 Acceptance of Bonds and Insurance; Option to Replace</td>
<td>17</td>
</tr>
<tr>
<td>5.10 Partial Utilization, Acknowledgment of Property Insurer</td>
<td>17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article 6 – Contractor’s Responsibilities</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.01 Supervision and Superintendence</td>
<td>17</td>
</tr>
<tr>
<td>6.02 Labor; Working Hours</td>
<td>17</td>
</tr>
<tr>
<td>6.03 Services, Materials, and Equipment</td>
<td>17</td>
</tr>
</tbody>
</table>
Article 10 – Changes in the Work; Claims ............................................................. ................................................... ................. 33
Article 7 – Other Work at the Site ................................................................... ................................................... ................................................... 29
Article 8 – Owner’s Responsibilities.................................................................. 30
Article 9 – Engineer’s Status During Construction........................................... 31
Article 10 – Changes in the Work; Claims......................................................... 33

6.04   Progress Schedule................................................................................... 18
6.05   Substitutes and “Or-Equals”................................................................. 18
6.06   Concerning Subcontractors, Suppliers, and Others............................. 20
6.07   Patent Fees and Royalties ................................................................... 21
6.08   Permits .................................................................................................. 21
6.09   Laws and Regulations ......................................................................... 21
6.10   Taxes ..................................................................................................... 23
6.11   Use of Site and Other Areas .................................................................. 23
6.12   Record Documents .............................................................................. 24
6.13   Safety and Protection ........................................................................... 24
6.14   Safety Representative ......................................................................... 25
6.15   Hazard Communication Programs ...................................................... 25
6.16   Emergencies ......................................................................................... 25
6.17   Shop Drawings and Samples ............................................................... 25
6.18   Continuing the Work ........................................................................... 27
6.19   Contractor’s General Warranty and Guarantee ..................................... 27
6.20   Indemnification ..................................................................................... 27
6.21   Delegation of Professional Design Services ......................................... 28
6.22   Quality Control ..................................................................................... 28

7.01   Related Work at Site ........................................................................... 29
7.02   Coordination ........................................................................................ 29
7.03   Legal Relationships ............................................................................. 29

8.01   Communications to Contractor .......................................................... 30
8.02   Replacement of Engineer ................................................................... 30
8.03   Furnish Data ......................................................................................... 30
8.04   Pay When Due ...................................................................................... 30
8.05   Lands and Easements; Reports and Tests ............................................ 30
8.06   Insurance .............................................................................................. 30
8.07   Change Orders ...................................................................................... 30
8.08   Inspections, Tests, and Approvals ....................................................... 30
8.09   Limitations on Owner’s Responsibilities ............................................. 30
8.10   Undisclosed Hazardous Environmental Condition ................................ 30
8.11   Evidence of Financial Arrangements ................................................... 31
8.12   Compliance with Safety Program ........................................................ 31

9.01   Owner’s Representative ....................................................................... 31
9.02   Visits to Site ........................................................................................ 31
9.03   Project Representative ....................................................................... 31
9.04   Authorized Variations in Work ............................................................ 31
9.05   Rejecting Defective Work .................................................................... 32
9.06   Shop Drawings, Change Orders and Payments ..................................... 32
9.07   Determinations for Unit Price Work .................................................... 32
9.08   Decisions on Requirements of Contract Documents and Acceptability of Work .................................................................................................................. 32
9.09   Limitations on Engineer’s Authority and Responsibilities .................. 32
9.10   Compliance with Safety Program ........................................................ 33

10.01  Authorized Changes in the Work ......................................................... 33
10.02  Unauthorized Changes in the Work ....................................................... 33
10.03  Execution of Change Orders ............................................................... 33
10.04  Notification to Surety .......................................................................... 34
10.05  Claims .................................................................................................. 34
Table of Contents

Article 11 – Cost of the Work; Allowances; Unit Price Work ................................................................. 35
11.01 Cost of the Work .................................................................................................................................. 35
11.02 Allowances ............................................................................................................................................ 37
11.03 Unit Price Work .................................................................................................................................... 37

Article 12 – Change of Contract Price; Change of Contract Times .............................................................. 38
12.01 Change of Contract Price .................................................................................................................... 38
12.02 Change of Contract Times .................................................................................................................. 38
12.03 Delays .................................................................................................................................................... 39

Article 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK ... 39
13.01 Notice of Defects ................................................................................................................................... 39
13.02 Access to Work ..................................................................................................................................... 39
13.03 Tests and Inspections .......................................................................................................................... 40
13.04 Uncovering Work .................................................................................................................................. 40
13.05 Owner May Stop the Work .................................................................................................................... 41
13.06 Correction or Removal of Defective Work .......................................................................................... 41
13.07 Correction Period .................................................................................................................................. 41
13.08 Acceptance of Defective Work ............................................................................................................ 42
13.09 Owner May Correct Defective Work ................................................................................................... 42

Article 14 – Payments to Contractor and Completion ................................................................................. 42
14.01 Schedule of Values ............................................................................................................................... 42
14.02 Progress Payments ............................................................................................................................... 43
14.03 Contractor’s Warranty of Title .............................................................................................................. 45
14.04 Substantial Completion ......................................................................................................................... 45
14.05 Partial Utilization ................................................................................................................................. 45
14.06 Final Inspection ..................................................................................................................................... 46
14.07 Final Payment ....................................................................................................................................... 46
14.08 Final Completion Delayed .................................................................................................................... 47
14.09 Waiver of Claims ................................................................................................................................... 47

Article 15 – Suspension of Work and Termination ...................................................................................... 47
15.01 Owner May Suspend Work ................................................................................................................... 47
15.02 Owner May Terminate for Cause .......................................................................................................... 47
15.03 Owner May Terminate For Convenience ............................................................................................ 48
15.04 Contractor May Stop Work or Terminate .............................................................................................. 49

Article 16 – Dispute Resolution .................................................................................................................... 49
16.01 Methods and Procedures ...................................................................................................................... 49

Article 17 – Miscellaneous .......................................................................................................................... 49
17.01 Giving Notice ......................................................................................................................................... 49
17.02 Computation of Times .......................................................................................................................... 50
17.03 Cumulative Remedies .......................................................................................................................... 50
17.04 Survival of Obligations ........................................................................................................................ 50
17.05 Controlling Law ..................................................................................................................................... 50
17.06 Headings ................................................................................................................................................ 50
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.

3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. Bid—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. Bidder—The individual or entity who submits a Bid directly to Owner.


8. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. Change Order—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. Contract Price—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. Contract Times—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. **Contractor**—The individual or entity with whom Owner has entered into the Agreement.

16. **Cost of the Work**—See Paragraph 11.01 for definition.

17. **Drawings**—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. **Effective Date of the Agreement**—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. **Engineer**—The individual or entity named as such in the Agreement.

20. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. **General Requirements**—Sections of Division 1 of the Specifications.

22. **Hazardous Environmental Condition**—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. **Hazardous Waste**—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. **Liens**—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. **Milestone**—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. **Notice of Award**—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. **Notice to Proceed**—A written notice given 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 under the Contract Documents.

29. **Owner**—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. **PCBs**—Polychlorinated biphenyls.

31. **Petroleum**—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
33. **Project**—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. **Project Manual**—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. **Radioactive Material**—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. **Resident Project Representative**—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. **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.

40. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. **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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42.a. **Specifications**—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

42.b. **Standard Specifications**—Wherever in these Contract Documents reference is made to the Standard Specifications, said reference shall be understood as referring to the Idaho Standards for Public Works Construction which applicable parts are incorporated herein and made a part of these Documents by specific reference thereto. If requirements contained in the Standard Specifications are modified by or are in conflict with supplemental information in these Contract Documents, the requirements of these Contract Documents shall prevail.

43. **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 at the Site.

44. **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 thereof.

45. **Successful Bidder**—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. **Supplementary Conditions**—That part of the Contract Documents which amends or supplements these General Conditions.
47. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, 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 Subcontractor.

48. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. **Unit Price Work**—Work to be paid for on the basis of unit prices.

50. **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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. **Work Change Directive**—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

### 1.02 Terminology

#### A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

#### B. Intent of Certain Terms or Adjectives:

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

2. “Command” type language is used in the Contract Documents. This command language refers to, and is directed to the Contractor.

#### C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

#### D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
   
   a. does not conform to the Contract Documents; or
b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. 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 14.04 or 14.05).

E. Furnish, Install, Perform, Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. 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 Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.
2.05  Before Starting Construction

A.  Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;

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.

2.06  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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07  Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01  Intent

A.  The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. Contractor’s Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. Contractor’s Review of Contract Documents During Performance of Work: If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer’s approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer’s written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier 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 editions; or
2. 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.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data’s creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if
any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

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 the Work is to be performed 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.

4.02 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “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; or

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.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.
B. **Engineer's Review:** After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. **Possible Price and Times Adjustments:**

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
   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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
   a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or
   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 **Underground Facilities**

A. **Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
   a. reviewing and checking all such information and data;
   b. locating all Underground Facilities shown or indicated in the Contract Documents;
   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 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.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “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; or

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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be
within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

1. The Contractor’s scope of work shall include implementation of necessary safety, public health and environmental procedures and requirements relating to sanitary sewage encountered during the work.

2. The Contractor’s scope of work shall include necessary safety and environmental requirements for handling and disposal of asbestos pipe removed from service or excavated during the course of the work.

D. If Contractor encounters a Hazardous Environmental Condition not indicated in the Drawings or Specifications or identified in the Contract Documents or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.

G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligent acts or omissions negligence.

H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.
1. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

**ARTICLE 5 – BONDS AND INSURANCE**

**5.01 Performance, Payment, and Other Bonds**

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor’s obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

**5.02 Licensed Sureties and Insurers**

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best’s rating of no less than A:VII, in addition to the other requirements specified herein.

**5.03 Certificates of Insurance**

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.
5.04 Contractor’s Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed 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:

1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor’s indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07;

6. include completed operations coverage:
   a. Such insurance shall remain in effect for two years after final payment.
b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuing coverage during the two year period of continuation of such insurance at final payment and one year thereafter.

5.05 Owner’s Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner’s option, may purchase and maintain at Owner’s expense Owner’s own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer’s Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder’s Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Contractor shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
D. Contractor shall be responsible for any deductible or self-insured retention.

E. If Owner requests in writing that other special perils be included in the property insurance policies provided under paragraphs 5.06.A or 5.06.B of the General Conditions, Contractor shall, if possible, include such insurance, and the cost thereof will be charged to Owner by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, Contractor shall in writing advise Owner whether or not such other insurance has been procured by Contractor.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. 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:

1. loss 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 perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner’s exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached,
Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 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 at all times maintain good discipline and order at the Site.

B. 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 shall be performed during regular working hours. Contractor will not permit overtime work or the performance of Work outside the regular working hours or on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties, special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and “Or-Equals”

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) it 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; and,

      3) it has a proven record of performance and availability of responsive service.

   b. Contractor certifies that, if approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and
2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items:
   
a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

   1) shall certify that the proposed substitute item will:
      
      a) perform adequately the functions and achieve the results called for by the general design,
      
      b) be similar in substance to that specified, and
      
      c) be suited to the same use as that specified;

   2) will state:
      
      a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor’s achievement of Substantial Completion on time,
      
      b) 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
      
      c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

   3) will identify:
      
      a) all variations of the proposed substitute item from that specified, and
      
      b) available engineering, sales, maintenance, repair, and replacement services; and

   4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer’s sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
C. **Engineer’s Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

D. **Special Guarantee:** Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.

E. **Engineer’s Cost Reimbursement:** Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.

F. **Contractor’s Expense:** Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

6.06 **Concerning Subcontractors, Suppliers, and Others**

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier whose interests are included on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 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 a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 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. Except where otherwise expressly required by applicable Laws and Regulations,
neither Owner nor Engineer shall be responsible for monitoring Contractor’s compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor’s responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Notwithstanding any provisions in the Contract Documents to the contrary, Contractor will fully comply to the local authority’s satisfaction with all requirements of local authorities having jurisdiction over the Work, including the right of such local authority to delay, suspend or otherwise stop the Work by reason of Contractor’s non-compliance with the requirements of such local authority. Owner shall have no responsibility for nor liability arising from any such delay, suspension, work stoppage or other impact or cost associated with the actions of any local authority having jurisdiction over the Work.

D. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of the Contractor;

Idaho Code Section 63-1501. Definitions. As used in this act, the following terms shall have the following meanings:

“Contracting units” shall include the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein.

“Contractor” shall mean any person, firm, co-partnership, association, or corporation, foreign or domestic, entering into a contract for the construction, erection, repair, or improvement of any kind or character of public works in this state.

“Taxes” shall mean all taxes, assessments, excises, and license fees authorized to be levied, assessed, and collected under the laws of this state, other than taxes on real property.

“Taxing unit” shall mean the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein authorized by law to assess, levy and collect taxes.

Idaho Code Section 63-1502. Conditions precedent to contract for public works. Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized to do business in this state and that he furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable then due or delinquent.

Idaho Code Section 63-1503. Contractor for public works to pay or secure taxes—Agreement. Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

The contractor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his
property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

3. That in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

**Idaho Code Section 44-1002** requires the following: The Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed, the Contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

Idaho Code Chapter 19 of Title 54 requires proper licensing of Public Works Contractors.

### 6.10 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.

B. In the event of the Contractor’s default on the payment of taxes, excises, and license fees as set forth in Idaho Code 63-1503, the Owner shall have the authority to withhold from any payment due the Contractor under this contract, the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing authorities to which said Contractor is liable.

### 6.11 Use of Site and Other Areas

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the site.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. 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 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 by or based upon Contractor's performance of the Work.

B. **Removal of Debris During Performance of the Work:** During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

### 6.12 Record Documents

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

### 6.13 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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner’s safety programs, if any. The Supplementary Conditions identify any Owner’s safety programs that are applicable to the Work.

D. 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.
E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).

F. Contractor’s duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. **Shop Drawings:**
   a. Submit number of copies specified in the General Requirements.
   b. Data shown on the Shop Drawings will 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 6.17.D.

2. **Samples:**
   a. Submit number of Samples specified in the Specifications.
   b. 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 6.17.D.
B. 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. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
   a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
   c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
   d. determined and verified all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer’s Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer’s review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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’s review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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
6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor’s warranty and guarantee.

B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:
   1. abuse, modification, or improper 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.

C. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:
   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 or the issuance of a notice of acceptability by Engineer;
   6. any inspection, test, or approval by others; or
   7. any correction of defective Work by Owner.

6.20 Indemnification

A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom 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 6.20.A shall not be limited in any way by any limitation on the
amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,
Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee
benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer
and Engineer’s officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports,
surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically
required by the Contract Documents for a portion of the Work or unless such services are required to carry out
Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. Contractor
shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or
equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify
all performance and design criteria that such services must satisfy. Contractor shall cause such services or
certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all
drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such
professional. Shop Drawings and other submittals related to the Work designed or certified by such professional,
if prepared by others, shall bear such professional’s written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services,
certifications or approvals performed by such design professionals, provided Owner and Engineer have specified
to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer’s review and approval of design calculations and design drawings will
be only for the limited purpose of checking for conformance with performance and design criteria given and the
design concept expressed in the Contract Documents. Engineer’s review and approval of Shop Drawings and
other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the
Contract Documents.

6.22 Quality Control

A. Contractor shall provide quality control, which shall include the initial and subsequent inspections of Contractor’s
Work to ensure that the Work conforms to the Contract Documents.

B. Contractor shall designate the person responsible for Contractor’s quality control while Work is in progress, and
shall notify Engineer, in writing, prior to any change in quality control representative assignment.
ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, 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.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor’s wrongful actions or inactions.
C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor’s wrongful actions or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

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

8.02 Replacement of Engineer
A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data
A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due
A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests
A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance
A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders
A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals
A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 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.

8.10 Undisclosed Hazardous Environmental Condition
A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.
8.11 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 Documents.

8.12 Compliance with Safety Program

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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 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 Documents.

9.02 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 9.09. 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.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.
9.05 **Rejecting Defective Work**

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 **Shop Drawings, Change Orders and Payments**

A. In connection with Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer’s authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer’s authority as to Applications for Payment, see Article 14.

9.07 **Determinations for Unit Price Work**

A. 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, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer’s decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer’s written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 **Limitations on Engineer’s Authority and Responsibilities**

A. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

F. Contractors, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the Engineer, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by the Engineer.

9.10 Compliance with Safety Program

A. While at the Site, Engineer’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner’s correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the 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; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 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.

10.05 Claims

A. Engineer’s Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant’s written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant’s last submittal (unless Engineer allows additional time).

C. Engineer’s Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer’s sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer’s written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.
ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor’s Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including 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, and hand tools not owned by the workers, 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.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain including bond premiums on change orders up to and include 120% of the project bid.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor’s officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor’s fee.

2. Expenses of Contractor’s principal and branch offices other than Contractor’s office at the Site.

3. Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. Contractor’s Fee: When all the Work is performed on the basis of cost-plus, Contractor’s fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor’s fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.
11.02   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:

1. Contractor agrees that:

   a. 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

   b. 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 on account of any of the foregoing will be valid.

C. Contingency Allowance:

1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03   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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

   1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   2. there is no corresponding adjustment with respect to any other item of Work; and

   3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.
ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor’s fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. Contractor’s Fee: The Contractor’s fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor’s fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor’s fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor’s fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor’s fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Contract in accordance with the provisions of paragraph 10.05.
B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. Normal Weather Conditions. There shall be no extension of time granted to Contractor for delay due to normal weather conditions. Normal weather conditions shall be considered based upon historical weather patterns as established by recognized weather service bureaus. Normal weather patterns include such seasonal variations (including but not limited to windstorms) as might be reasonably expected by the Contractor to occur from year to year. Only delays resulting from weather conditions which vary substantially (significantly more adverse than seasonal averages that might be anticipated upon historical data) shall be considered for a time extension.

C. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

D. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor’s ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

E. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.
13.03  **Tests and Inspections**

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for Owner’s and Engineer’s acceptance of the Work at the site except:

1. costs incurred in connection with tests or inspections pursuant to paragraph 13.04.B of the General Conditions shall be paid for as provided in said paragraph; and as otherwise specifically provided in the Contract Documents.

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. 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, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at Contractor’s expense unless Contractor has given Engineer timely notice of Contractor’s intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04  **Uncovering Work**

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer’s observation and replaced at Contractor’s expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer’s request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.
13.05  **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, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06  **Correction or Removal of Defective Work**

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner’s warranty, special warranty and guarantee, if any, on said Work.

13.07  **Correction Period**

A. If within two year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor’s use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. 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.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
E. Contractor’s obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer’s recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer’s recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor’s tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.
14.02 Progress Payments

A. 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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner’s interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor’s legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 7-10 days after receipt of each Application for Payment, 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 9.07, 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 Documents; 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, or
b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor’s failure to comply with Laws and Regulations applicable to Contractor’s performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 referred to in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer’s opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Sixty (60) days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor’s performance or furnishing of the Work;

b. 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;

c. there are other items including, but not limited to, liquidated damages entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner’s refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor’s Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner’s objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer’s issuing the definitive certificate of Substantial Completion, Engineer’s aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. 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 tentative list.

14.05 Partial Utilization

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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. Engineer’s Review of Application and Acceptance:

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. **Payment Becomes Due:**

1. Sixty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

**14.08 Final Completion Delayed**

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor’s final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**14.09 Waiver of Claims**

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor’s continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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

**15.01 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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

**15.02 Owner May Terminate for Cause**

A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor’s repeated disregard of the authority of Engineer; or


B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor’s tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor’s services will not be terminated if, within 7 days of receipt of notice of intent to terminate, Contractor begins to correct its failure to perform and proceeds diligently to cure such failure and become in compliance with the contract requirements. Such cure must occur within no more than 30 days of said notice unless otherwise extended by the Engineer.

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven 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;
3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer’s action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents 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.

17.03 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 Documents. 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.

17.04 Survival of Obligations

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

17.05 Controlling Law

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

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.
Section 00820

GENERAL PROVISIONS AND SPECIAL PROVISIONS

VALLEY REGIONAL TRANSIT

2020 Ada County Bus Stop Improvements

RFB 2020-05-28

PROJECT NO. 23227-020-004

May 28, 2020
Contents

GENERAL PROVISIONS .................................................................................................................................. 5
  1. NIGHT WORK........................................................................................................................................... 5
  2. DIGLINE .................................................................................................................................................. 5
  3. DELINEATE PROPOSED IMPROVEMENTS IN THE FIELD PRIOR TO CONSTRUCTION ..................... 6
  4. CONTRACTOR TO VERIFY FIELD CONDITIONS ................................................................................ 6
  5. MAINTAIN EXISTING DRAINAGE PATTERNS ...................................................................................... 6
  6. ALLOWANCE FOR CONCRETE TRANSITION ...................................................................................... 6
  7. MAXIMUM CUT SLOPES AND FILL SLOPES .......................................................................................... 7
  8. BASIS OF PAYMENT FOR COMPLETED WORK ................................................................................... 7
  9. USE TAX................................................................................................................................................ 7
 10. TIME-KEEPING AND RECORDS COMPLIANCE .................................................................................. 8
 11. AS-BUILT PLANS .................................................................................................................................. 8
 12. CONSTRUCTION SCHEDULE AND AS-BUILT SCHEDULE .................................................................. 8
 13. LIMITATION ON CONSTRUCTION SITES ............................................................................................ 9
 14. SUBSTANTIAL COMPLETION ................................................................................................................ 9
 15. LIMITATIONS ON CONSTRUCTION DURATION ................................................................................... 9
 16. PROJECT LIAISON ............................................................................................................................... 10
 17. BI-WEEKLY PROGRESS MEETINGS .................................................................................................... 10
 18. CONSTRUCTION TRAFFIC CONTROL REQUIREMENTS .................................................................... 11
 19. ON SITE SUPERVISION ....................................................................................................................... 12
 20. PROJECT MAINTENANCE ..................................................................................................................... 12
 21. PARKING ON SIDEWALKS PROHIBITED OUTSIDE THE WORK ZONE ............................................ 13
 22. CONCRETE WASHOUT ........................................................................................................................ 13
 23. EXCAVATION AND MATERIAL DISPOSAL ......................................................................................... 13
 24. SOFT SPOT REPAIR (INCIDENTAL TO PROJECT) ............................................................................... 13
 25. EXISTING AGGREGATE BASE MATERIAL .......................................................................................... 14
 26. APPROVED AND NON-APPROVED BENCHES .................................................................................. 14
 27. PROTECTION OF TREES AND BUSHES ............................................................................................. 15
 28. REMOVAL OF VEGETATIVE MATERIAL AND TREES ....................................................................... 15
 29. TREE TRIMMING .................................................................................................................................. 16
30. PERMITS ........................................................................................................................................... 16
31. CONTRACTOR WARRANTIES .............................................................................................................. 16
32. COORDINATION WITH LOCAL AND STATE HIGHWAY AGENCIES .................................................. 17
33. PROJECT INSPECTION ......................................................................................................................... 17
34. DEVIATION FROM SLOPE AND DIMENSIONAL REQUIREMENTS .................................................. 18
35. COORDINATION WITH PROPERTY OWNERS .................................................................................... 18
36. PRIVATE PROPERTY AND RIGHT-OF-ENTRY .................................................................................... 19
37. COORDINATION WITH VALLEY REGIONAL TRANSIT (VRT) .......................................................... 19
38. EXISTING SIGNS ................................................................................................................................. 20
39. DAMAGED AREAS ................................................................................................................................ 20
40. ADA DURING CONSTRUCTION AND PEDESTRIAN DETOURS ....................................................... 21
41. ADA COMPLIANCE GUIDELINES ......................................................................................................... 21
42. ADA COMPLIANT BOARDING/ALIGHTING AREA (BUS STOP PAD) .................................................. 22
43. STAGING AREA .................................................................................................................................... 22
44. IRRIGATION MAINTENANCE ................................................................................................................ 22
45. DAMAGE TO SUBGRADE CAUSED BY CONTRACTOR ACTIVITIES .................................................. 22
46. COORDINATION WITH UTILITY COMPANIES .................................................................................. 23
47. UTILITY RELOCATIONS ....................................................................................................................... 23
48. ASPHALT AND CONCRETE CUTTING .................................................................................................. 24
49. MATERIAL SOURCES AND MATERIAL TESTING ............................................................................ 24
50. TEMPORARY BUS STOP ..................................................................................................................... 25
51. ON-STREET PARKING ............................................................................................................................ 26
52. PROTECTION OF WORK AREA FROM INTRUSION ............................................................................ 26
53. STORM WATER MANAGEMENT .......................................................................................................... 27
54. SHELTERS AND SHELTER INSTALLATION ....................................................................................... 27
SPECIAL PROVISIONS ................................................................................................................................. 28
SECTION 201 CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS ............................... 28
SECTION 202 EXCAVATION AND EMBANKMENT ............................................................................... 29
SECTION 307 EXCAVATION AND EMBANKMENT ............................................................................... 29
SECTION 706 OTHER CONCRETE CONSTRUCTION ............................................................................. 29
SECTION 1001 CONSTRUCTION SITE MANAGEMENT ........................................................................... 30
All work to construct improvements proposed under this project shall be in accordance with the 2017 Idaho Standards for Public Works Construction (ISPWC) and the latest approved supplemental provisions (2017 ACHD Supplemental to the 2017 ISPWC), except as noted. The following general and special provisions and all addenda issued supplement or modify the ISPWC and all supplemental provisions and apply to all activities for construction of Americans with Disabilities Act (ADA) improvements at Valley Regional Transit (VRT) bus stop locations.

The Contractor is required to be a current holder of the noted ISPWC, and all supplements.

All pertinent local and state agency standards for construction within the public R/W shall be adhered to and shall supersede all information contained within this document and shown in the plans.

GENERAL PROVISIONS

1. NIGHT WORK

   Night work will not be allowed unless previously approved by the Engineer. All night work must also be approved by the local highway agency. For purposes of this contract, night work is defined as any work occurring between 7pm and 7am for all roadways. Where allowed, proper illumination shall be provided by the Contractor. All Night work lighting and other night work provisions shall be considered incidental to 1103.4.1.L.1, Construction Traffic Control and no separate payment will be provided.

2. DIGLINE

   Contractor shall be responsible for contacting Digline (Dial 811 or 1-800-342-1585) at all locations where construction will occur under this project. No work will be allowed to commence until Digline has been notified and all utilities have been properly marked by a Digline representative. No separate payment will be provided for coordinating work with Digline. The cost of this work shall be considered incidental to the project.
3. **DELINEATE PROPOSED IMPROVEMENTS IN THE FIELD PRIOR TO CONSTRUCTION**

The Contractor shall identify the intended limits of construction in the field a minimum of 5 calendar days prior to construction at a given site. Delineation shall be by method of paint on the ground, by wooden stake, or by other method approved by the Engineer. Contractor shall notify Engineer for review and approval once sites are marked in the field.

The cost to identify the work limits shall be incidental to the project and no separate payment will be provided.

4. **CONTRACTOR TO VERIFY FIELD CONDITIONS**

Survey of existing features was conducted only at select sites during this project. Visual inspection of each location was the primary method for identifying required improvements. The Contractor shall field verify existing conditions at all locations prior to submitting a bid. All discrepancies affecting the project work shall be communicated to the Engineer prior to construction.

The cost of verification of field conditions shall be incidental to the project and no separate payment will be provided.

5. **MAINTAIN EXISTING DRAINAGE PATTERNS**

All existing surface flow (i.e. curb flow) drainage patterns shall be maintained following construction unless adequate provisions for drainage pattern alterations are approved by the Engineer prior to construction. It shall be the Contractor’s responsibility to identify existing surface flow patterns and maintain surface flow in that same direction following construction.

6. **ALLOWANCE FOR CONCRETE TRANSITION**

For all locations where existing sidewalk, pedestrian ramp or other concrete facility are to be removed and replaced (as indicated on the plans or as directed by the Engineer), the smallest length (or area) of each type of existing facility shall be removed in order to construct the proposed improvements, given the slope and dimensional constraints shown in the plans.

Contractor shall perform saw cuts at joint lines only, unless otherwise approved by the Engineer.

An allowance has been provided for replacement of a complete concrete slab in both the upstream and downstream direction from the proposed concrete bus stop pad for the purpose of transitioning the walking surface slope between existing and proposed. The
additional length of sidewalk to be removed and replaced is limited to 7.0 feet in each direction. Additional sidewalk removal beyond this allowance shall be approved by the Engineer prior to construction.

Sidewalk quantities will be measured by the actual quantity placed, on a site by site basis, in accordance with the specification.

7. **MAXIMUM CUT SLOPES AND FILL SLOPES**

Contractor shall apply reasonable effort to achieve the cut and fill slopes shown on the plans. Flatter slopes are acceptable without approval but steeper slopes must be approved by the Engineer prior to construction.

8. **BASIS OF PAYMENT FOR COMPLETED WORK**

Except as modified herein, the various work called for within the contract documents shall be performed, measured, and paid for as indicated on the Bid Schedule and as provided in the ISPWC and the latest approved supplements. All material quantities will be measured once complete and in place.

All quantities are based upon in-place, completed and accepted units as defined in the plans and in the special provisions. Quantities of in-place, completed and acceptable units shall be the basis of all pay requests by the Contractor and shall be confirmed by the Engineer prior to approval of any and all pay requests.

Contractor shall notify the Engineer immediately if quantity overruns on a site-by-site basis are anticipated. All overrun materials shall be left exposed until the Engineer can confirm overrun quantity. Failure to leave quantity exposed for verification will result in the Contractor receiving payment for plan quantity only at each site.

Only clean, high-quality, professional work will be accepted by Local and State transportation agencies and accepted for payment by VRT.

9. **USE TAX**

The exercise of control over VRT-owned material by a Contractor who is improving real property will incur the imposition of a use tax.

Bidders are advised to consult Section 63-3609, Idaho Code, and IDAPA 35, Title 01, Chapter 02, Sales Tax Administrative Rule 012, "Contractors Improving Real Property", and Rule 013, "Road and Paving Contractors", or contact the Idaho State Tax Commission for guidance. (Telephone No. (208) 334-7618)
The estimated cost of VRT-supplied materials is: **$0.00 (No materials furnished by VRT)**

10. **TIME-KEEPING AND RECORDS COMPLIANCE**

Contractor shall submit detailed and certified payroll (time sheets) for all employees, including those employed by all sub-contractors, on a weekly basis. Time sheets shall be submitted for review each Monday for the previous week’s work.

Time sheets shall include hourly wage rate, withholdings and fringe benefit information for all workers for Davis-Bacon wage rate verification by VRT. See cover section of the contract for more information.

Payment will be withheld until accurate and complete time sheets are submitted for all weeks leading up to the pay application.

11. **AS-BUILT PLANS**

The Contractor shall prepare as-built plans following construction of the bus stop improvements. As-built plans shall include all modifications to the plans originally incorporated in the bid documents. As-built plans shall be prepared using the original bid document plan sheets. Red ink pen shall be used for all notes, dimensions and other graphics necessary to depict the modifications to the original plans. The Contractor shall submit as-built plans to the Engineer for approval prior to final payment being authorized.

Preparation of as-built plans shall be considered incidental to the project. No separate payment will be provided for materials or labor required to produce the as-built plans.

12. **CONSTRUCTION SCHEDULE AND AS-BUILT SCHEDULE**

The Contractor shall prepare and maintain a construction schedule, outlining key dates and milestones anticipated from Notice-to-Proceed to project close-out as per ISPWC Section 2.05, 2.07 and 6.04.

A final, as-built schedule shall also be prepared by the Contractor and submitted to the Engineer prior to final payment being authorized.

Preparation of and updating the construction schedule and as-built schedule shall be considered incidental to the project. Providing and coordinating schedules with State and the local agencies shall also be considered incidental to the project. No separate payment will be provided for this work.
13. LIMITATION ON CONSTRUCTION SITES

The number of bus stops under active construction is limited to 10. If this maximum number of bus stops is under construction at any given time, substantial completion, as defined below, is necessary at one or more bus stop locations prior to beginning construction at additional bus stop locations.

The following bus stop sites shall be coordinated in the Contractor’s schedule to accomplish substantial completion prior to September 15, 2020:
- Parkcenter & Apple NEC (Boise)
- Parkcenter & Apple SEC (Boise)
- Parkcenter & Law NEC (Boise)
- State & Ballantyne NEC (Eagle)
- State & Ballantyne SEC (Eagle)
- State & Stierman NEC (Eagle)
- Riverside & Pacific SWC (Eagle)

14. SUBSTANTIAL COMPLETION

Substantial completion of construction at an individual bus stop location is defined as follows:

1. All work required for construction of curb, curb & gutter, bus stop pad, sidewalk and associated concrete flatwork has been completed and approved by the Engineer.
2. All asphalt patching has been completed.
3. All signs have been re-installed in the appropriate location and approved by the Engineer.
4. All sprinkler repairs have been completed and approved by the Engineer.
5. All sod repair completed, and approved by the Engineer.
6. All damaged areas have been repaired as approved by the Engineer.
7. Work area has been cleared of debris and all refuse.
8. All traffic and pedestrian detours have been removed.
9. All traffic control and erosion and sediment control devices have been removed from the site.
10. Site is available for the intended use.

15. LIMITATIONS ON CONSTRUCTION DURATION

Unless modified in the below list, substantial completion of proposed improvements at each bus stop location shall be achieved within 5 working days of commencing construction at that specific location, unless otherwise approved by the Engineer.
- Stop 01010328, McMillan & Cloverdale SEC  10 Working Days
- Stop 01010744, Emerald & Benjamin SWC  10 Working Days
16. PROJECT LIAISON

The Prime Contractor shall provide a Project Liaison for the duration of the project. The Project Liaison will be the primary contact for all coordination between the Engineer and the Contractor. All concerns related to construction will be communicated to the Contractor via the Project Liaison. The Project Liaison shall be familiar with the project schedule and the day-to-day construction activities occurring at all locations to be improved under this project.

The Project Liaison shall be identified at the Pre-Construction Conference and shall be available until Substantial Completion of the project as a whole via cell phone and shall be available to meet on-site at all times between 7:00am and 7:00pm, Monday-Friday.

The Project Liaison will be required to communicate information from the Engineer and from VRT to crews, sub-contractors, vendors and all others associated with the Contractor’s operations.

The Prime Contractor may elect a substitute Project Liaison in the event the original Project Liaison will be unavailable, as described above. The substitute Project Liaison shall be identified in writing a minimum of 24 hours prior to planned substitutions and as soon as possible for unforeseen circumstances.

The cost of all labor and materials associated with identifying and providing a Project Liaison and all substitute Project Liaisons for the duration of the project shall be incidental to the project and no separate payment will be provided.

17. BI-WEEKLY PROGRESS MEETINGS

The Contractor shall attend bi-weekly progress meetings. Each meeting is anticipated to be 1 hour in duration and will be held at VRT’s offices (700 NE 2nd Street Suite 100, Meridian, ID). The cost of attending these meetings shall be considered incidental to the project and no separate payment will be provided. The Engineer, Project Liaison and VRT representatives will be required to attend all weekly progress meetings.

Sub-Contractors should anticipate attending bi-weekly progress meetings at the request of VRT or the Engineer.
Staff from local transportation agencies will be invited to and may attend progress meetings. The Contractor shall coordinate with VRT to schedule all progress meetings prior to beginning construction.

18. CONSTRUCTION TRAFFIC CONTROL REQUIREMENTS

The Contractor is responsible for identifying the appropriate construction traffic control scenario that accommodates his/her work schedule, equipment usage, method of operation and any requirements of the local agency permit. The construction traffic control plan scenarios depicted in the plans identify minimum requirements and some modification will likely be required to fit specific field conditions.

If the construction traffic control plan, as shown, does not conform to the Contractor’s method of operation, the Contractor shall submit a revised traffic control plan to the Engineer for approval. The Engineer requires 7 calendar days of review time for the traffic control plan or changes made to the plan. Modifications to or development of a separate Traffic Control Plan shall be conducted under the direct supervision of an Engineer licensed in the State of Idaho.

No contract work shall be allowed until such time as an approved traffic control plan is in place for that specific site.

The construction traffic control plans shall address advanced construction signing and shall detail traffic control for the work. Traffic Control plans shall address pedestrian detours whenever construction activities necessitate closure of any existing pedestrian facilities.

The construction traffic control plans included in the bid package may be accepted by the Contractor and may be used for permitting process with local agencies. It shall be noted that the details shown in the traffic control plans may not conform to every situation encountered and modifications may be required by the Contractor prior to obtaining a permit from the local agency.

All traffic control devices, signs and their application shall meet the requirements of the latest edition of the MUTCD adopted by the local transportation agency and by the State of Idaho, unless superseded by local agency regulations.

A minimum of one 11-ft travel lane must be provided at all times; flaggers must be used any time there is less than one travel lane for each direction of travel. All flaggers and the appropriate signing must be in place prior to closing lanes. No additional payment will be provided for installing appropriate signing for flagging operations.
All travel lanes must be re-opened to traffic during nightly shut down. Local access, business access, postal access, school access, and emergency vehicle access shall be maintained at all times, unless approved in writing by the Engineer prior to construction.

All traffic control within the ITD R/W shall meet ITD’s Work Zone Safety and Mobility Program.

All traffic control items not specifically listed in the bid schedule shall be incidental to this contract, and no separate payment will be provided. Should the Contractor choose to modify the construction traffic control plan and submit for approval, the cost associated with modifying the existing construction traffic control plan or developing a new construction traffic control plan will be considered incidental to the cost of the project and no separate payment will be provided.

Any deficiency in traffic control identified by the Engineer or inspector shall be corrected immediately by the appropriately certified traffic control supervisor. Delays in correcting traffic control deficiencies will not be tolerated.

19. **ON SITE SUPERVISION**

The General Contractor shall provide competent, on-site supervision during all construction activities, including SUBCONTRACTOR activities. The Superintendent shall be identified at the Pre-Construction Conference, and shall, at a minimum, be on-site from the notice to proceed date to the completion date. If for any reason the Superintendent needs to be replaced by the General Contractor, a written notice must be submitted to the Engineer within (5) five working days before the event occurs. The cost associated with on-site supervision will be considered incidental to the cost of the project and no separate payment will be provided.

20. **PROJECT MAINTENANCE**

The contractor will be responsible for project maintenance throughout the life of the contract. This responsibility includes, but is not limited to:

- Dust control
- Erosion & sediment control sweeping (the contractor is required to sweep all construction entrances as needed to minimize dirt, dust, and mud tracks leaving the construction areas).
- Maintenance of traffic control
- Watering landscaped areas impacted by construction
- Proper and adequate drainage
- Maintenance of irrigation facilities
- Maintenance of all intersecting street approaches
- Maintenance of access to adjacent property
• Maintenance of temporary VRT bus stop
• Prevention of vandalism to the maximum extent practicable

The cost of all maintenance work shall be considered incidental to other project work and no separate payment will be provided.

21. PARKING ON SIDEWALKS PROHIBITED OUTSIDE THE WORK ZONE

Parking of contractor vehicles will not be allowed on sidewalks unless in an active work zones where required for equipment operation.

22. CONCRETE WASHOUT

No concrete truck or concrete equipment clean out (wash out) will be allowed within the public R/W unless an approved method for capturing all concrete materials and washout materials is provided. All concrete cleanout material shall be removed from the site and properly disposed of by the Contractor.

The contractor shall not wash out concrete truck, tools or appurtenances into used or usable material fill or excavation sites located on the ground, even if that material will be removed at a later date.

23. EXCAVATION AND MATERIAL DISPOSAL

All excavated and other waste material, including but not limited to waste sod, roots, branches, concrete, and asphalt produced through this project shall be removed promptly from the work site. Excavated and other waste material shall not be stored on the roadway or within the curb and gutter overnight. The Contractor shall dispose of all waste material in accordance with State and Local regulations.

If excavation of vegetative material is required for concrete placement or other improvements, vegetative material shall be trimmed or adjusted such that it creates a neat and clean appearance. Adjustment of vegetative material shall be considered incidental to other items and no separate payment will be provided.

24. SOFT SPOT REPAIR (INCIDENTAL TO PROJECT)

Subgrade construction, including removal of soft and unstable materials at or below subgrade, shall be in accordance with Section 202 of the ISPWC.

Soft spot repair shall be as directed by the Engineer, by VRT, or local agency inspector(s) prior to placement of aggregate base material or upon discovery of unsuitable material in
the subgrade. The Contractor shall bring to the attention of the Engineer any location where unsuitable subgrade material or soft spots are encountered.

All work shall cease at a site until the soft spot repair has been approved by the Engineer.

25. EXISTING AGGREGATE BASE MATERIAL

Existing aggregate base located under all existing asphalt and concrete facilities must be completely removed to the appropriate depths defined in the typical sections shown in the plans or the standard drawings. Existing aggregate base shall not be re-used under new asphalt or concrete structures unless otherwise approved by the Engineer. Existing aggregate base shall be excavated, removed and disposed of similar to all other excavated material.

26. APPROVED AND NON-APPROVED BENCHES

Existing, approved benches are constructed from a brown or brown-gray, composite plastic material and are bolt-mounted to either the existing concrete surface or a composite base plate (or both). See diagram below for typical approved bench.

Approved benches and any associated composite plastic mounting pads that conflict with proposed improvements shall be removed by the Contractor from within the construction area during construction and stockpiled near the work zone. Benches shall not be stockpiled in any manner that presents a hazard, nuisance or obstruction to the public. Benches shall be stockpiled so as to not damage existing vegetative material where the bench is stockpiled.

Care shall be taken to not damage any existing approved benches. Any damage to the benches caused by the Contractor shall be repaired by the Contractor at no cost to the project.

Benchs shall not be removed and stockpiled for contractor convenience alone. The benches must represent a clear conflict with the proposed improvements or present an impassable obstruction for the Contractor in order to be removed and stockpiled.

Approved benches may not be stockpiled off-site during construction.

The cost of removing and stockpiling approved bus benches shall be considered incidental to the project and no separate payment will be provided for this work.

The contractor will re-install all benches following construction and curing of all concrete and asphalt surfaces, incidental to the project. Approved bus benches are similar to the following:
27. PROTECTION OF TREES AND BUSHES

The Contractor shall use practicable care in the protection of bushes and trees (including branches and root systems) near the work area. Excavation for the proposed improvements shall be carried out in a way that avoids root damage as much as practicable. This will require handwork, which shall be considered incidental to other items of work. No separate payment will be provided for labor or materials required to protect trees, bushes and other landscaping items.

28. REMOVAL OF VEGETATIVE MATERIAL AND TREES

At locations where required, the removal of all vegetative material including, but not limited to roots, grass, flowers, shrubs, small trees and surface debris and trees with diameters up to 6 inches, shall be considered incidental to other items in this project. No separate payment will be provided for removal of vegetative material.

When removal of entire trees or woody shrubs is necessary for construction, the root structure below ground shall also be removed.
29. TREE TRIMMING

Trimming of trees may be necessary in order to construct this project. Trimming of trees shall be considered incidental to the project and no separate payment will be provided. Contractor shall take all reasonable precautions to avoid damaging trees during construction and during trimming of trees.

Trimming of trees for contractor convenience must be approved by the Engineer prior to construction. Some minor tree trimming may be necessary to provide a visible sign location.

30. PERMITS

For all jurisdictions, the Contractor is responsible for obtaining all required permits for operating within the public R/W from the respective transportation agency or municipality that oversees work within the public Rights-of-Way. The contractor is responsible for coordinating all necessary permits with agencies directly. Neither VRT, nor the Engineer, will coordinate permits with any agency.

Prior to submitting their bid, bidders are strongly advised to contact the local R/W agencies for information related to acquiring permits to perform work for each of the bus stop locations within the public R/W.

The cost for permits will be treated as direct expenses via Change Order and will be paid for by VRT, without mark-up by the Contractor. Receipts for all permits must be submitted to the Engineer prior to payment being approved.

Contractor is required to fulfill the requirements (including warranty periods) of all permits required for work within each of the local agency jurisdictions.

Contractor should note that local agency permits may restrict working hours, limit or prohibit lane closures, prohibit work on certain days or may have other restrictions not identified in the plans or in the bid manual.

Coordination with permitting agencies and labor involved in obtaining permits shall be considered incidental to the project and no separate payment will be provided.

31. CONTRACTOR WARRANTIES

Warranties for Contractor work shall be for the time periods specified by local agencies issuing permits. If local agency warranty period differs from the warranty period identified in the plans or bid manual, the longest warranty period shall have precedence.
32. COORDINATION WITH LOCAL AND STATE HIGHWAY AGENCIES

The Contractor will be responsible for coordinating all construction activities within the local highway jurisdiction and state Right-of-Way (R/W) with the appropriate agency. Contractor shall be responsible for all communication with local agencies regarding the Contractor’s work schedule.

Coordination with local highway agencies shall be considered incidental to the project and no separate payment will be provided.

Contractor shall provide a copy of the initial project schedule as well as all updated schedules to the pertinent local highway jurisdictions and to VRT. Contractor shall coordinate all construction activities with the local highway jurisdictions and ITD (as appropriate) prior to commencing construction.

33. PROJECT INSPECTION

The Contractor shall coordinate all construction activities with the project inspector at all project locations. For each bus stop location, the Contractor shall obtain approval from the VRT inspector for all activities under No. 1 prior to beginning any activity under No. 2 in the following table. Similarly, approval for all items under No. 2 shall be provided prior to beginning any activity under No. 3, etc.

Construction Milestones Requiring Inspector Approval:

<table>
<thead>
<tr>
<th>NO.</th>
<th>MILESTONE</th>
<th>ITEMS TO BE REVIEWED AND APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Identification</td>
<td>Limits of excavation and removal identified with paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction Traffic Control layout identified and approved</td>
</tr>
<tr>
<td>2</td>
<td>General Set Up</td>
<td>Construction Traffic Control Devices installed properly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Erosion &amp; Sediment Control Devices installed properly</td>
</tr>
<tr>
<td>3</td>
<td>Excavation &amp; Preparation</td>
<td>Excavation completed and all material removed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Utilities and storm drain structures adjusted (where necessary)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sprinkler repair completed (where necessary)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PVC Sleeve installed (where necessary)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Aggregate base constructed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Forms for concrete work installed correctly (slopes and dimensions meet requirements)</td>
</tr>
</tbody>
</table>
4 Concrete & Asphalt Placement

Inspectors will be on-site during concrete & asphalt placement. Inspector will collect concrete & asphalt truck load tickets from truck drivers for verification of material.

5 Substantial Completion (Quantity Measurement and Verification)

- Asphalt work complete (where necessary)
- Back-fill completed (where necessary)
- Sod repair completed (where necessary)
- VRT benches and other traffic signs re-installed (where necessary)

All coordination with project inspectors shall be considered incidental to the project and no separate payment will be provided.

Work sites will be inspected by local highway agency personnel as well as inspectors procured through VRT. In addition to inspection and acceptance by VRT inspector, all work is subject to acceptance by local agency personnel in accordance with agency permitting and inspection.

34. DEVIATION FROM SLOPE AND DIMENSIONAL REQUIREMENTS

Deviations from slopes and dimensions identified in the plans and in the bid manual will not be accepted for payment. Sub-standard work shall be removed and corrected prior to payment being provided. No pay deduction schedule is allowed for substandard work.

No additional contract time will be provided for the Contractor to correct sub-standard work.

35. COORDINATION WITH PROPERTY OWNERS

No property owner meetings are required for this project. However, the Contractor shall provide a fully accessible representative (and phone number), for the duration of the project, that the surrounding property owners may contact if they have any questions or issues with construction. The Contractor representative must be accessible via phone between 7:00am and 7:00pm, 7 days per week during the construction.

The Contractor is responsible for notifying all property owners a minimum of 7 calendar days in advance of performing work adjacent to their property. The Contractor shall notify adjacent property owners by placing VRT-supplied door hangers on door knobs of all adjacent property owners (See “Coordination with Valley Regional Transit (VRT)” for additional information).

If property adjacent to bus stop location is a multi-tenant office complex; all tenants must receive a door hanger.
Contractor shall coordinate items of work affecting adjacent property owners, including, but not limited to, removal or relocation of landscaping, pressurized irrigation facilities, fencing, and trees from within the public R/W. The Contractor shall coordinate removal of salvageable private property items from the R/W by the property owner and shall notify the property owner of parking issues that may arise during construction. All contact with property owners shall be documented by the Contractor. This documentation shall include a record of salvageable private property items to be removed from the R/W. No separate payment will be provided for notifying property owners of construction, placing door hangers, coordinating with property owners or recording all contact with property owners and the cost associated with this will be considered incidental to the project.

36. PRIVATE PROPERTY AND RIGHT-OF-ENTRY

Except as noted below or shown on the plans, all improvements proposed under this project have been designed to fit within the existing public Right-of-Way. All work shall be conducted within the public rights-of-way unless specific easements are obtained by VRT and/or Right-of-Entry has been secured by the Contractor. Contractor shall not trespass on any private property unless Right-of-Entry has been obtained. Contractor shall be responsible for confirming VRT obtained easements are in place prior to entering private property.

Unless otherwise shown on the plans, the Right-of-Way shall be assumed to be located at the back edge of the existing sidewalk for all locations with detached sidewalks. For all other locations with attached sidewalk, the approximate location of the existing R/W line relative to a fixed physical feature (i.e. back of existing sidewalk) is shown on the plans.

Right-of-Entry, when obtained for contractor convenience, shall be the sole responsibility of the Contractor. No payment will be provided for obtaining Right-of-Entry for Contractor convenience.

37. COORDINATION WITH VALLEY REGIONAL TRANSIT (VRT)

The Contractor shall coordinate delivery of public notice materials to adjacent property owners with VRT. VRT will supply public notice materials (“door hangars”) to the Contractor prior to construction.

The Contractor shall also coordinate with VRT on the location of all permanent bus stops that are relocated under this project. All relocated permanent bus stops shall be approved by VRT.
VRT Contact: Stephen Hunt, Project Manager
Valley Regional Transit
700 NE 2nd Street
Meridian, ID 83642
PH: 208-258-2701

Coordination with VRT shall be considered incidental to the project and no separate payment will be provided.

38. EXISTING SIGNS

“VRT signs” shall refer to those sign assemblies with sign faces identifying ValleyRide bus routes and denote fixed-route bus stop locations. VRT signs are the property of VRT. All other sign assemblies located within the R/W shall be considered as “traffic signs” and belong to the local highway jurisdiction.

No separate payment will be provided for minor adjustments to existing (retained) sign posts in order to set the sign post plumb. This work shall be considered incidental to the project.

If, prior to construction, the Contractor determines that an existing sign assembly designated for retain and protect is damaged, vandalized or otherwise in poor condition, the Contractor shall notify the Engineer. Upon Engineer approval, the Contractor shall replace the foundation, sign post sleeve, sign post and/or tamper-proof sign post hardware. The cost of this work will be paid under the applicable sign and post bid items.

39. DAMAGED AREAS

The Contractor is responsible for preventing unnecessary damage to existing private and public facilities near the construction area. Items which are designated to be retained and protected and which are damaged by the Contractor shall be promptly repaired or replaced to a condition "equal to or better" than existed prior to construction by the Contractor. The cost to complete such repairs shall be considered as incidental to the cost of the project and no separate payment will be provided.

In the event of damage to private property, the Contractor shall obtain a release from the property owner specifying that they are satisfied with the repair work. A copy of the letter shall be submitted to VRT. Final payment will not be authorized until this provision has been met.
40. ADA DURING CONSTRUCTION AND PEDESTRIAN DETOURS

A suitable detour route around the work zone for all pedestrians, including the disabled and bicyclists, shall be maintained at all times. When existing pedestrian facilities are disrupted, closed, or relocated in a work zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. The temporary route should enable pedestrians to bypass the construction site while minimizing the retracing of their steps or going significantly out of their way. All detours must be maintained within the existing public right of way unless the contractor obtains, at his own expense, a temporary use of private property for the detour.

The Contractor shall be responsible for identifying and appropriately signing any and all pedestrian detours prior to construction.

Once installed, the Contractor shall monitor the temporary facilities. If the Contractor’s operations interfere with those facilities or they appear to be insufficient, the Contractor shall immediately consult with the Engineer.

Temporary routes must meet the accessibility guidelines of the ADA for permanent facilities and shall be marked with the proper signage. All temporary pedestrian routes must remain in place and in satisfactory operating condition until such time that the ultimate (final) pedestrian route has been established, is safe and is accessible.

Contractors shall not block temporary walkways with Contractor parking, materials piles, signs, rubble or rubbish. Construction equipment and equipment operation must be separated from the temporary walkways. At work zones where higher volumes of pedestrian traffic or school children exist, pedestrian fences or other protective barriers may be needed to prevent access into the construction area.

With the exception of temporary pedestrian route signing, all labor and material necessary to establish and maintain temporary ADA-compliant routes through or around the work zone will be considered incidental to other items in this project and no separate payment will be provided. Pedestrian route signing shall be considered incidental to item 1103.4.1.L.1, Construction Traffic Control.

41. ADA COMPLIANCE GUIDELINES

Improvements shown in the plans are designed to be ADA-compliant. The latest approved edition of the Public Rights-of-Way Accessibility Guidelines (PROWAG) shall govern the construction of all ADA improvements constructed with this project and modifications to the design may be required in the field to achieve ADA compliance.
42. ADA COMPLIANT BOARDING/ALIGHTING AREA (BUS STOP PAD)

In order for a bus stop pad to be considered ADA-compliant, a minimum clear space of 5.0’ wide (parallel to direction of bus travel) by 8.0’ deep (perpendicular to the direction of bus travel) is required. The dimensions of proposed bus stop pads shown in the plans may require field adjustments to ensure that a minimum 5.0’ wide unobstructed area is provided to accommodate bus ramp operation.

43. STAGING AREA

There is no specified Staging Area for this project. The Contractor shall not utilize public Right-of-Way for Construction Staging. Staging areas and appropriate erosion & sediment controls selected by the Contractor shall be clearly identified within the Erosion & Sediment Control plans.

The cost associated with locating, establishing, maintaining and decommissioning all staging areas shall be considered incidental to the project and no separate payment will be provided.

44. IRRIGATION MAINTENANCE

The Contractor shall not cause any interruption of gravity-flow or pressure irrigation. The Contractor shall take reasonable measures to prevent interruption to irrigation systems, including installing temporary irrigation and storm drain facilities, in a manner that will not cause adverse effects to the irrigation water delivery system (pressurized or gravity flow) or to irrigation water users. Such measures may include bypass pumping, installing temporary pressurized irrigation systems, or performing all work related to irrigation and drainage systems prior to the beginning of irrigating season. All costs associated with maintaining irrigation flows, including bypass pumping, shall be considered incidental to other items of work and no additional payment will be provided. Prior to beginning work, the Contractor shall obtain all necessary permits, licenses, and/or agreements from the applicable irrigation districts whose facilities may be impacted by the Contractor’s work.

The Contractor shall be solely liable for any damage claims due to its failure to comply with this section. All work required by this section shall be incidental to the cost of the project, and no additional payment will be provided.

45. DAMAGE TO SUBGRADE CAUSED BY CONTRACTOR ACTIVITIES

It shall be the Contractor’s responsibility to maintain the integrity of the exposed subgrade. Degradation due to Contractor operations or weather shall be remediated by the Contractor.
All costs to maintain and repair the subgrade damaged by Contractor activities, including, (but not limited to) geotechnical engineering, excavation, haul, and backfill, etc. shall be incidental to the project and no separate payment will be provided.

46. COORDINATION WITH UTILITY COMPANIES

It shall be the Contractor’s responsibility to identify, contact and coordinate with the various utility companies as necessary for the successful completion of the project. This coordination effort shall include, but not be limited to, working other than normal operation hours to permit the relocation of utilities and construction of the project within the time frame of this contract. The cost to contact and coordinate with utilities shall be considered incidental to other items of work and no separate payment will be provided.

No survey of existing utility facilities was conducted during the development of this project. All utility information included in the contract documents is approximate and is for reference purposes only. Neither VRT, nor the Engineer will assume liability for the accuracy of the utility information included in the contract documents, or conflicts due to inaccurate or incomplete utility information. The Contractor shall call Dig Line a minimum of 48 hours prior to any excavation to request utility locations at 1-800-342-1585.

The Contractor shall expose all existing utility crossings to verify locations and elevations prior to any other construction that may affect those utilities. The cost associated with exposing the existing utilities is considered incidental to the project and no separate payment will be provided.

Where necessary, the Contractor shall notify the underground utility owners 48 hours before final paving to allow for adjustments to valves or manholes.

Utilities generally require a four-week window to complete their relocations and adjustments after clearing, grubbing, and tree trimming and/or removal. These utility windows may impact the Contractor’s schedule by that amount of time. Contractor shall notify Engineer immediately if utility relocations by the utility company will result in project delays. Contract times for this VRT project will be negotiated with Contractor accordingly and requirements for substantial completion will be revised for specific bus stops affected by utility relocations. The Contractor is to coordinate with utilities to schedule construction windows. Utility adjustments, relocations or replacements may not be completed prior to construction. The Contractor shall coordinate and accommodate work with Utility Companies.

47. UTILITY RELOCATIONS

No utilities have been identified and marked in the field during this project and it is the Contractor’s responsibility to ensure that all utilities have been properly identified in the
field. Any utility relocations requested by the Contractor to accommodate his construction sequence and activities shall be done at the Contractor’s expense. The cost of this work, if any, shall be considered incidental to the cost of the project and no additional payment or time extension will be provided.

In general, utility relocations identified in the plans consist of minor adjustments to manhole lids and riser rings, valve covers, junction boxes and/or access lids to match finished grade.

48. ASPHALT AND CONCRETE CUTTING

Cutting of existing asphalt and concrete structures is required on this project at all locations where existing asphalt and concrete is to be removed. Saw cutting shall be used for both concrete and asphalt. All saw cutting shall be considered incidental to the project and no separate payment will be provided.

Care shall be taken to prevent damaging existing asphalt, curb & gutter and sidewalk. Replacement of damaged areas resulting from saw cutting or removal of adjacent materials shall be at contractor’s expense.

49. MATERIAL SOURCES AND MATERIAL TESTING

The Contractor shall only use agency-approved commercial sources for all materials. The Contractor will be responsible for providing material certifications for all aggregate base material, steel reinforcement (where applicable), truncated domes, all sod, all asphalt material, all BMPs and all concrete materials. Certifications shall be provided to the Engineer for distribution to the respective local and state transportation agencies prior to construction.

Sprinkler equipment (hardware) shall be replaced with equivalent or better materials.

The below table identifies the minimum testing required for this project. In addition to the testing identified in the below table, the Contractor shall be responsible for all testing required under any local highway jurisdiction permit.

The cost associated with coordination, testing, re-testing and test reporting shall be considered incidental to the project and no separate payment will be provided.
### 2020 Ada County Bus Stop Improvements

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Item Description</th>
<th>Test</th>
<th>Test Frequency</th>
<th>Number of Tests for Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>202.4.1.A.1</td>
<td>Excavation (Plan Quantity)</td>
<td>Subgrade Compaction - Visual Inspection</td>
<td>Visual Inspection at Each Bus Stop Site</td>
<td>All Bus Stop Sites</td>
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<tr>
<td>307.4.1.G.1</td>
<td>Type &quot;P&quot; Surface Restoration (Asphalt Roadway)</td>
<td>PG Binder &amp; Anti-Strip Bill of Lading</td>
<td>Each Day of Paving</td>
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<tr>
<td>706.4.1.A.3</td>
<td>6&quot; Vertical Curb (No Gutter)</td>
<td>See Item 706.4.1.E.1.A</td>
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<td></td>
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<tr>
<td>706.4.1.A.5</td>
<td>Standard 6&quot; Vertical Curb &amp; Gutter</td>
<td>See Item 706.4.1.E.1.A</td>
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<tr>
<td>706.4.1.E.1.A</td>
<td>Concrete Sidewalk, Thickness 5&quot;</td>
<td>Bill of Lading w/Mill Testing Reports &amp; Buy America Clause</td>
<td>All Steel Incorporated into Project</td>
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</tr>
<tr>
<td></td>
<td>Concrete Slump</td>
<td>1 Test for every 100 CY or less per mix design used in the field</td>
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</tr>
<tr>
<td></td>
<td>Air Content</td>
<td>1 Test for every 100 CY or less per mix design used in the field</td>
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</tr>
<tr>
<td></td>
<td>Test Cylinders</td>
<td>3 Cylinders for every 100 CY or less with 1 break at 7 days and 2 breaks at 28 days per mix design used in the field</td>
<td>2</td>
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<td></td>
<td>ADA Inspection</td>
<td>Curb Ramp Inspection Form</td>
<td>All Ramps</td>
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<tr>
<td>802.4.1.B.1</td>
<td>Crushed Aggregate for Base Type I</td>
<td>Proctor</td>
<td>1 test per material source</td>
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<td></td>
<td>Compaction</td>
<td>1 test at beginning of project to establish compaction methods</td>
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<tr>
<td></td>
<td>Gradation (on-site stock pile)</td>
<td>1 test per Aggregate Source</td>
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<tr>
<td></td>
<td>Sand Equivalency (on-site stock pile)</td>
<td>1 test per Aggregate Source</td>
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<tr>
<td></td>
<td>Fractured Faces (on-site stock pile)</td>
<td>1 test per Aggregate Source</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

### 50. TEMPORARY BUS STOP

In order to provide uninterrupted bus service during construction, a temporary bus stop shall be provided for the duration of construction activities for each location improved under this project. The temporary bus stop shall be located (1) on the same street, (2) on the same side of the street, and (3) in the vicinity of the existing bus stop. The temporary bus stop location shall be at least as accessible as the current bus stop and shall be located...
to minimize the retracing of steps by pedestrians or causing pedestrians to go significantly out of their way. The temporary bus stop shall be located outside the limits of all construction activities and away from construction hazards.

Each temporary bus stop location shall be identified with a temporary bus stop sign to be furnished and installed by VRT, except as noted below.

All temporary bus stop locations will be selected by VRT. Contractor may provide input on location based on construction activities. VRT Maintenance & Operations staff will furnish and install all temporary bus stops signs and will perform removal and resetting of temporary bus stop signs as construction progresses.

The cost associated with establishing, maintaining and removing all temporary bus stop locations shall be considered incidental to the cost of the project and no separate payment will be provided.

All temporary bus stops must be in place and operational prior to set up of construction traffic control and prior to beginning any construction activities at the current bus stop location.

51. ON-STREET PARKING

On-street parking in the vicinity of the bus stop shall be maintained at pre-construction levels to the maximum extent practicable during construction. On-street parking may be prohibited during construction to facilitate access to the work zone. No Parking signs mounted on plastic drums shall be used to designate areas where short-term parking restrictions are required by the Contractor. The cost of all devices used for the restriction of parking during construction shall be incidental to item 1103.4.1.L.1, Construction Traffic Control. No separate payment will be provided for this work or the required materials.

52. PROTECTION OF WORK AREA FROM INTRUSION

To the maximum extent practicable, the Contractor shall barricade the work area on all sides to prevent entrance and injury to the public as well as accidental and intentional damage (vandalism). Orange plastic construction fencing in conjunction with fencing stakes, or similar, shall be used to separate the work zone from adjacent walkways. All labor and materials necessary to protect the work zone will be considered incidental to item 1103.4.1.L.1, Construction Traffic Control. No separate payment will be provided for this work or materials.

The Contractor shall be held responsible for any damage to work area resulting from improper work area protection. No payment will be provided for the repair or replacement of areas damaged due to lack of work area protection.
53. STORM WATER MANAGEMENT

The Contractor is to follow requirements of the National Pollutants Discharge Elimination System (NPDES).

The estimated area of disturbance (excluding staging areas) is approximately 400 square feet per bus stop location. This project does not require a Notice of Intent (NOI), nor a Notice of Termination (NOT) with the Environmental Protection Agency (EPA). However, an Erosion & Sediment Control plan is required.

Erosion & Sediment Control Plan
Included with these contract documents is an example Pollution Prevention Plan (PPP) which includes Best Management Practices (BMP) to prevent the discharge of pollutants into waters of the U.S. The contractor is required to develop, implement and maintain a PPP through life of contract and shall modify the PPP as necessary to conform to work schedules and methods of operation. No re-use of existing BMP’s encountered in the field will be allowed. All BMP’s used with this project shall be provided by the Contractor for this project and shall be approved by the Engineer.

Additional information on BMPs for controlling pollutant transport from the construction site and activities can be found in a number of publications and locations including, but not limited to:

- *Idaho Department of Environmental Quality, Catalog of Stormwater Best Management Practices for Idaho Cities and Counties: Phone: (208) 373-0502*

- *United States Environmental Protection Agency- Region 10: Phone: (800) 424-4372*

- *Boise City Planning and Development Services: Phone (208) 395-7818*

- *Idaho Transportation Department, Erosion and Sediment Control Manual: Phone (208) 334-8476*

Payment for all labor and materials associated with developing a PPP and installing, maintaining and removing BMP’s is incidental to item 1001.4.1.A.1, Sediment Control. No separate payment will be provided for updating the PPP or narrative. The cost of this work shall also be considered incidental to item 1001.4.1.A.1, Sediment Control.

54. SHELTERS AND SHELTER INSTALLATION

There is no construction or installation of shelters or other structures with this project.
SPECIAL PROVISIONS

All work to construct improvements proposed under this project shall be in accordance with the 2017 Idaho Standards for Public Works Construction (ISPWC) and the latest approved supplemental provisions (2017 ACHD Supplemental to the 2017 ISPWC). The 2017 Idaho Standards for Public Works Construction (ISPWC) shall be amended as follows:

SECTION 201 CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS

201.1.1 Section Includes; add the following:

C. **Removal of Bituminous Surface** shall include saw cutting, removing and disposing of the existing asphalt pavement at the locations shown on the plans or as directed. The thickness of the existing pavement varies.

D. **Removal of Concrete (Sidewalk/Pedestrian Ramp/Driveway Ramp/Valley Gutter)** shall consist of saw cutting, removing and disposing of the existing sidewalk, pedestrian ramps and portions of existing driveways and valley gutters as shown on the plans or as directed. All sidewalk, pedestrian ramp, and driveway removal shall be to the next construction joint or as approved by the Engineer.

E. **Removal of Curb or Curb and Gutter** shall consist of saw cutting, removing, and disposing of the existing vertical curb, vertical curb and gutter or rolled curb and gutter, as shown on the plans or as directed. All curb and gutter removal shall be to the next construction joint or as approved by the Engineer.

F. **Removal of Sign** shall consist of removing existing sign, post & foundation at the locations shown on the plans or as directed. The Contractor shall take care in removing all sign components so they can be reused when installing at the new location, as indicated on the plans or as directed.

G. **Removal of Bush** shall consist of complete removal of the bush and root structure at the locations shown on the plans or as directed.

201.1.3 Regulatory Requirements; add the following:

C. All materials removed from the site shall be disposed of at an approved off-site location. Contractor is responsible for all disposal fees and compliance with Federal, State and Local regulations.
201.3.2 Removal of Obstructions; add the following:

F. Saw cut where new asphalt or concrete will connect to existing asphalt or concrete. The saw cut shall be made with an Engineer approved power driven saw. The joint shall be cut to a depth as to allow for a clean finish of the entire depth of the existing asphalt or concrete. Broken or disfigured edges along the existing asphalt or concrete remaining in place will not be accepted. Saw cuts shall be considered incidental to other Bid Items.

SECTION 202 EXCAVATION AND EMBANKMENT

202.3.9.B Classes of Compaction and Density Requirements; delete the first sentence and replace with the following:

Class A Compaction is specified.

202.4.1 Delete Paragraph 4.1.A and replace with the following:

A. Excavation: By the cubic yard based on the plan quantity. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.

SECTION 307 EXCAVATION AND EMBANKMENT

307.3.8.C Delete Paragraph 307.3.8.C and replace with the following:

C. Use 12 inches of compacted base course, unless a greater section is required by the local roadway jurisdiction, consisting of Type 1 Aggregate in accordance with Section 802 – Crushed Aggregates. Type 1 Aggregate shall be paid under Item 802.4.1.B.1, ¾” Crushed Aggregate for Base, Type 1.

SECTION 706 OTHER CONCRETE CONSTRUCTION

706.4.1.E Concrete Sidewalk; delete “to include required base material. Pay for pedestrian ramps is under this item, if not included as a separate bid item” and replace with the following:

to include sidewalk, bus stop pad and multiuse pathway areas as shown on the plans or as directed.
SECTION 1001 CONSTRUCTION SITE MANAGEMENT

1001.4.1 Delete Paragraph 4.1.A and replace with the following:

Sediment Control: Per each for each bus stop that is improved with this project, regardless of the amount of materials and labor required to install and maintain all BMPs. Includes all work and materials associated with erosion and sediment control including preparation, submittal and approval of Erosion and Sediment Control Plans. Includes all appurtenances not itemized on the Bid Schedule.

No payment will be provided for any location where BMPs are not implemented at a bus stop.

In the event that work by Contractor is required at additional bus stop sites as requested by the Engineer, additional payment may be requested by the Contractor for this bid item on a per each basis at the original contract unit price.

1. Bid Schedule Payment Reference: 1001.4.1.A.1
2. Bid Schedule Description: Sediment Control, Per Each (Bus Stop) (EA)

SECTION 1103 CONSTRUCTION TRAFFIC CONTROL

1103.1.1 Section Includes; add the following:

B. Right-of-Way Construction Permit: The Contractor shall apply for and obtain a Right-of-Way Construction Permit prior to any construction activities. The application shall include the Contractor’s traffic control plan.

C. Traffic Control Plan: The Contractor shall prepare the traffic control plan for the project and submit it to the local roadway jurisdiction for approval. Any traffic control plan must be prepared under the direction of, stamped and signed by a professional engineer licensed in the State of Idaho. The plan shall allow continuous access of local traffic to homes and businesses and a minimum of one lane in all directions throughout construction (unless otherwise indicated on the construction plans).

D. Traffic Control: The Contractor shall furnish, erect, maintain and relocate as necessary traffic control devices and provide flagging as described in the approved traffic control plan or as directed by the ENGINEER. The
Contractor shall retain ownership of all traffic control devices throughout the project and remove them when no longer needed.

E. **Traffic Control Maintenance:** The Contractor shall maintain all temporary traffic control on a daily basis including weekends. This item shall be considered incidental to other items and no payment shall be made.

1103.4.1.I Traffic Control Flaggers; add the following:

The use of Traffic Control Flaggers shall be pre-approved by the Engineer. Use of Flaggers will not be paid unless prior approval is authorized.

1103.4.1.I Add the following to the end of 1103.4.1:

L. **Construction Traffic Control:** Per each for each bus stop that is improved with this project, regardless of the amount of materials and labor required to install and maintain traffic control devices. Includes all labor, maintenance and all materials.

No payment will be provided for any location where Construction Traffic Control Devices are not implemented at a bus stop.

Contractor is responsible for selecting construction traffic control method that is appropriate for his/her schedule, equipment usage and general method of operation and acquiring approval from the local highway jurisdiction.

In the event that work by Contractor is required at additional bus stop sites as requested by the Engineer, additional payment may be requested by the Contractor for this bid item on a per each basis at the original contract unit price.

Deficiencies in traffic control identified by the Engineer or inspector shall be corrected immediately by the appropriately certified traffic control supervisor. Delays in correcting traffic control deficiencies will not be accepted.

Payment for construction traffic control will be by the each for each bus stop where traffic control measures are implemented, regardless of the size of the work zone, number of devices used or amount of maintenance required.

1. **Bid Schedule Payment Reference:** 1103.4.1.I.1
2. Bid Schedule Description: Construction Traffic Control...Per Each (EA)

SECTION 2010 MOBILIZATION

2010.4.1.A Measurement and Payment; add the following to Paragraph A:

Payment for Mobilization shall be limited to a maximum of 5% of the total contract price.

SECTION 2030 UTILITY ADJUSTMENTS

2030.4.1.D Miscellaneous Utility, Adjust to Grade; add the following:

All Utility Adjustments will be paid by the each regardless of the type (i.e. manhole adjustments, electrical junction box adjustments and traffic signal junction box adjustments will all be paid by the each, regardless of the utility type or function).

SP-1 LANDSCAPE/SOD/SURFACE/SPRINKLER SYSTEM

1. General

This work shall consist of removing and replacing existing sprinkler irrigation systems to the finished grades and adjusted to accommodate new construction features and disturbed areas within the construction area.

This work shall consist of construction, site preparation, and maintenance of lawn and landscape repair areas, disturbed by construction.

The work shall cover and include re-establishing lawn areas with sod to the specified condition free of weeds, at the expiration of an establishment period as specified. The establishment of the sod shall be performed as a part of the contract and in conformance with these provisions.

The work shall include re-establishing landscape areas with landscaping and with landscape materials resembling the materials in the adjacent areas or the materials disturbed or removed during construction (i.e. replace landscape rock with similar landscape rock).

The work shall include construction of landscape borders (matching existing or adjacent borders), disturbed by construction.
The work shall include all other miscellaneous surface repairs, not identified for payment under another Item, over the areas adjacent to and disturbed by construction.

2. Materials

A. **Sprinklers:** All materials required to complete sprinkler system repairs shall be of the same type and quality of the existing system being repaired.

B. **Sod:** Sod shall consist of approved fine textured, turf-type grasses which may include Fescue, Kentucky Bluegrass, Perennial Ryegrass or a combination that is suitable for the area designated for sod. Grasses shall be true to type and named in accordance with the Standard Plant Names, current edition, by the Editorial Committee of the American Joint Committee on Horticultural Nomenclature. Grass sod to be furnished shall not be more than ten months old and shall have prior approval of the supply source before cutting and delivering to the planting site. Delivered sod shall show evidence of having been properly handled and cared for. Sod showing evidence of improper handling or discoloration due to prolonged storage prior to delivery and placement will be rejected.

C. **Fertilizers and Soil Conditioners:** Fertilizers and soil conditioners shall be applied to all sod areas in accordance with the sod supplier’s recommendation to promote sod establishment. Fertilizers and soil conditioners shall amend the soil to a specified condition, as per sod nutrient requirements, and as recommended by a Contractor supplied soil analysis. Cost of soil analysis, fertilizers and soil conditioners shall be incidental to Landscape/Sod Repair.

D. **Soil Amendment:** Soil amendments shall provide organic material and nutrients to promote seed germination, enhance growth and maturity. Soil amendments shall amend the soil to a specified condition, as per sod nutrient requirements, and as recommended by a Contractor supplied soil analysis.

Soil amendment for sodding shall consist of sand in which particle sizes range from coarse to very coarse (0.02 to 0.08 inches in diameter) and Cascade Soil Aid, decomposed sawdust, peat moss, compost, or equivalent. Soil amendment shall be uniformly incorporated into the upper four inches of lawn bed.

The volume percentage of the top four inches of the lawn bed after mixing shall consist of approximately 65% native topsoil, 25% coarse to very coarse sand, and 10% organic soil conditioner (Cascade Soil Aid, decomposed sawdust, peat moss, compost, etc.).

E. **Landscape:** Landscape materials (rock, boarders, plantings, etc.) shall be of the type, color and texture of the landscape being replaced or of the existing
adjacent landscape. Landscape samples shall be submitted for approval prior to incorporation into the work.

F. **Sidewalk & Bus Stop Pad Sleeve:** 4” Schedule 40 PVC pipe with end caps shall be used for sleeves under concrete areas.

3. **Workmanship**

A. **Sprinklers:** The Contractor shall remove and reset the existing system. Any damage to the existing sprinkler heads or piping from the Contractor’s operation will be repaired or replaced by the Contractor at his expense. Upon completion of the adjacent work, the Contractor shall replace the existing sprinkler lines with the same size and material type of the sprinkler line that was removed, or as approved by the Engineer. All sprinkler heads will be retained or relocated behind the new construction features and adjusted to water the appropriate area. New sprinkler heads necessary to properly cover the new landscape areas with double coverage will be provided, installed and adjusted by the contractor.

The sprinkler heads shall be adjusted flush with the adjacent surface, as appropriate.

Sprinkler line sleeves shall be installed under all bus stop pads in a landscape buffer area, as shown on the plans or as directed. Sleeves shall extend a minimum of 1-foot outside the limits of the concrete and shall be capped.

B. **Lawn Bed Preparation:** The lawn areas shall be tilled to a minimum depth of 4 inches by such means as will loosen the soil and bring it to a condition suitable for fine grading. Prior to and during this operation, the surface shall be made free of vegetative growth. All weeds, stones, hard clods, roots, sticks, debris, and other matter encountered during tilling which is detrimental to the preparation of a good seed bed, or which is toxic to the growth of grass, shall be removed from the area and wasted as directed.

Soil amendments and/or mulch shall be added to sodded areas and spread uniformly over the area and thoroughly rototilled to a depth of 4 inches. After cultivation, the area shall be carefully fine graded and rolled to provide a fine textured, smooth and firm surface, free of any foot prints, undulations or irregularities. The finished grade of the sod bed shall be 1-1/4 to 1-1/2 inches below the finished grade of the walks to permit the placing of sod to final grade 1/4 inch below the finished grade of the walks.

C. **Sod Application:** Individual sod pieces shall be cut to a uniform size with square corners at a uniform depth of 1 to 1-1/4 inches. The first row of sod shall be laid
in a straight line and subsequent rows placed parallel to and tightly against each other. Lateral joints shall be staggered. The joints between strips shall be butted together, tightly and shall not have any gaps. Care shall be exercised to ensure that the sod is not stretched or overlapped.

After placing the sod, the lawn shall be rolled with a sod roller in a diagonal direction and watered heavily. The surface of the finished sod shall be smooth and uniform. The sod shall not be installed if the soil has pooled or puddled water accumulation on the surface.

D. Establishment Period: The establishment period for the lawn shall end when all work under the contract has been completed or two weeks after sod placement (whichever occurs later). The contractor shall maintain, water and protect the sod area during the establishment period, until accepted by the Owner for maintenance. The contractor shall complete the first mowing and any additional mowing required during the establishment period.

E. Extension of Establishment Period: Areas not acceptable at the end of the normal establishment period shall be brought to the specified condition prior to final acceptance, and the establishment period shall be automatically extended under the full requirements of the original establishment period. All areas of the lawn construction work shall be covered by the establishment period until these areas are accepted. The contractor shall maintain and mow the lawn area until accepted.

F. Landscape Area Repair: All landscape repair areas shall be re-established with landscaping to a condition equivalent to the condition prior to construction. Landscape repair areas shall be made free of vegetative growth, weeds, stones, hard clods, roots, sticks, debris, and other matter encountered, prior to placement of weed barrier and landscape repairs.

4. Measurement and Payment

Landscape/Sod/Surface/Sprinkler System will be measured by the Square Yard, including all types of landscape repair, landscape borders, sprinkler systems, etc.

Payment for this item shall be made under:

SP-1 Landscape/Sod/Surface/Sprinkler System .........................Square Yard (SY)
SP-2 REMOVE AND REPLACE FENCE

1. **General**

   This work shall consist of providing labor, material, and equipment necessary for removing and replacing existing fences at the locations shown on the plans or as directed.

2. **Materials**

   The new fence that replaces the removed fence shall be constructed with similar materials as the removed fence (i.e. replace chain link with chain link, replace chain link privacy slats with chain link privacy slats, replace 6-foot cedar with 6-foot cedar). New fence posts will be required.

   New materials shall match the existing fence appearance and material.

3. **Workmanship**

   This item shall include all work associated with removing and replacing fencing at the locations designated on the plans or as directed. The Contractor shall remove and dispose of existing fence materials. The Contractor shall fill and compact any voids left from the removal of the fence posts and/or fence foundations. New fence shall be constructed using conventional fence building techniques for the type of fence being constructed. Post spacing shall be a maximum of 8-feet.

   Temporary fencing necessary to ensure property security and safety shall be installed by the contractor while the primary fence is being worked on. Temporary fencing shall be satisfactory to the property owner and resident. Temporary fencing shall be installed to maintain a separation from the private property and the general public. Temporary fencing shall be removed upon completion of the primary fence.

4. **Measurement and Payment**

   Remove and Replace Fence will be measured by the Linear Foot of new fence, for all work required by this specification.

   Payment for this item will be made under:

   SP-2 Remove and Replace Fence.................................................................Linear Feet (LF)
SP-3   6” VERTICAL CURB REPAIR

1. **General**

   This work shall consist of providing labor, material, and equipment necessary for sawing the existing curb above the gutter plate, drilling the remaining gutter plate and epoxying in dowel bars and pouring a new curb section at the locations shown on the plans or as directed.

2. **Materials**

   All concrete, reinforcement dowel bars, epoxy and other necessary materials shall meet the requirements of the applicable ISPWC section.

3. **Workmanship**

   This item shall include all work associated with saw cutting and removing the existing broken curb from the gutter plate and existing drop inlet. The contractor shall grind the existing gutter plate to provide positive drainage into the existing drop inlet while retaining and protecting the existing inlet.

   The contractor shall drill the remaining gutter plate and install rebar dowel bars as shown on the plans or as directed. The rebar dowel bars shall be epoxied into the drilled concrete. The contractor shall then pour a new curb section along the existing gutter plate to result in a continuous curb and gutter.

4. **Measurement and Payment**

   6” Vertical Curb Repair will be measured by the Linear Foot of new curb, for all work required by this specification.

   Payment for this item will be made under:

   SP-3   6” Vertical Curb Repair............................................................Linear Feet (LF)

SP-4   DECORATIVE RETAINING WALL

1. **General**

   This item includes constructing a Decorative Landscape Retaining Wall at the locations shown on the plans and as directed.
2. **Materials**

Retaining Wall shall be constructed using concrete block units. The block units shall match the existing retaining wall blocks at the location of wall construction. Block units shall have interlocking keyways as recommended by the block manufacture for the application on this project. The retaining wall shall be capped with cap blocks that match the texture and color of the primary retaining wall blocks.

The contractor shall submit samples of the block materials for approval prior to ordering materials. Consult with the Engineer for texture and color approval prior to submittal of the block material sample.

Foundation material (leveling pad) shall be Crushed Aggregate for Base, Type I, with a minimum depth as shown on the plans or recommended by the block manufacturer (whichever is thicker).

Wall backfill (unit drainage fill) shall be 1-inch crushed aggregate meeting the following gradation or as required by the block manufacturer for the application on this project:

- 1” – 100% passing
- ¾” – 75% to 100% passing
- No. 4 – 0% to 10% passing
- No. 50 – 0% to 5% passing

Drainage pipe, if recommended by the block manufacturer, shall meet the requirements of the block manufacturer.

All materials not specified shall meet the requirements of the block manufacturer’s specification.

3. **Workmanship**

The Contractor shall prepare and submit Retaining Wall shop drawings for approval prior to beginning construction. Shop drawing shall be prepared in accordance with the design criteria established by the block manufacturer.

The proposed retaining wall shall tie into the existing block retaining wall. This tie in may require removal of a portion of the existing wall to incorporate appropriate block overlaps, elevations and spacing.

Construction of the Retaining Wall shall be in accordance with the block manufacture’s requirements.
4. **Measurement and Payment**

Measurement for Decorative Retaining Wall shall be by the square foot of wall face and shall include all work associated with constructing the Decorative Retaining Wall, including all labor, materials, equipment and shop drawing submittal. The wall face measurement shall include the full height of the retaining wall blocks, including the base block (embedded bas blocks) and cap block.

Payment for this item shall be made under:

SP-4 Decorative Retaining Wall................................................................. Square Foot (SF)

SP-5 **MISCELLANEOUS SITE WORK**

1. **General**

This item creates a contingency item to reimburse the Contractor for work not identified in the Contract. Valley Regional Transit or their designated representative will provide a Work Change Directive document on the terms for completing the additional work.

Within five days after the request, the Contractor shall submit a complete price breakdown of labor, equipment, and materials to complete the additional work.

All work is at the directive of the Valley Regional Transit. Any work completed without the written authorization of the Valley Regional Transit or their authorized representative will be denied payment.

2. **Materials**

All materials shall meet the requirements of the applicable ISPWC section.

3. **Workmanship**

All workmanship shall meet the requirements of the applicable ISPWC section.

4. **Measurement and Payment**

Work will be measured and paid by the agreed upon units price. If no additional work is identified during the course of the project, no payment will be made under this item.

Payment for this item shall be made under:

SP-5 Miscellaneous Site Work............................................................... Contingency Amount (CA)
EXAMPLE POLLUTION PREVENTION PLAN

Ada County, Idaho

2020 Ada County Bus Stop Improvements

RFB 2020-05-28

Prepared for
Valley Regional Transit

Example Prepared:
March 20, 2020

This example provided to give guidance to the prospective contractor.
Pollution Prevention Plan

2020 Ada County Bus Stop Improvements

Prepared by
Xx, Inc.

Note:
For local requirements, the following information shall be provided by the Contractor prior to submitting this plan. The site must have a manager with responsible charge over day to day construction activities that have been certified through the City of Boise Responsible Person Erosion and Sediment Control education program (or equivalent).

Responsible Person: ____________________________

License No.: ____________________________
Pollution Prevention Plan

1 Introduction
This Pollution Prevention Plan (PPP) was prepared for the proposed renovation project. The location is identified in the proposed plan set.

The intent of this plan is to reduce the potential for storm water pollution during construction. The EPA, through a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System, issued to Boise, Idaho, requires that this project comply with national storm water regulations. The storm water regulations are part of the Clean Water Act. The regulations were written because rainfall and snowmelt that runs over disturbed construction sites could carry pollutants that could enter waterways. Non-storm water discharges, such as construction site waste, fuel spills, concrete washout, and equipment cleaning, are also regulated.

The following drawings are part of this plan.
- Pollution Prevention Plan (11x17 Sheet included with bid documents)

As appropriate, this plan should be revised by the Contractor to address changes to the project design, site conditions, construction activities, or the construction schedule.

2 Site Description
The proposed improvement area is located at various bus stops in Boise. The total site area at the improvement location is approximately 0.1 acres. The site consists largely of existing concrete sidewalk. Limited vegetation will be disturbed.

3 Project Description
The project includes the installation of A.D.A. compliant bus stop pads at the project locations.

It is anticipated that improvements will take approximately 60 days to complete. Stabilization will be achieved at the site following construction.

The following are estimates of the construction site:

- Percentage impervious area before construction: X%
- Runoff coefficient before construction: X
Possible pollutant sources for this project include:

- Sediment from construction activities
- Dust from construction activities
- Fuel and lubricating fluid spills from construction equipment
- Washout of construction equipment
- Construction materials and debris
- Temporary Sanitary Facility Waste

4 Notice of Intent (NOI)
The disturbance area of this project is far less than one acre, and as such a SWPPP is not anticipated. Because a SWPPP is not anticipated, filing an NOI is not required.

5 Contractor Responsibilities
All construction activities that require a permit are subject to inspection. Inspections shall be performed by the Contractor. All inspections shall comply with Part 4 of the current EPA Construction General Permit (CGP) and local general requirements.

6 Construction Site Documentation
During construction, local inspectors may inspect the project site on a daily basis. In preparation for a site inspection, the Contractor should have properly implemented and maintained the required Best Management Practices (BMPs) and should have the following documents on site. The following documents must be available in their entirety during normal business hours.

- The latest revision of this plan tailored to current site conditions.
- Documentation of inspections, including completed inspection report forms.
- Documentation identifying the responsible person.

7 Best Management Practices
BMPs are controls that prevent or minimize erosion or sediment. Erosion controls are generally more cost-effective and efficient than sediment controls. Erosion controls are measures taken to prevent soil particles from becoming mobile. (e.g., leaving vegetation in place or mulching). Sediment controls are measures to capture soil particles that are moving across the construction site (e.g., construction of silt fences or sedimentation basins).
The following describes the BMPs recommended for this project. Some BMPs are temporary and will be removed upon completion of construction. Other BMPs are permanent and will be left in place after construction. As appropriate, the Contractor should revise or add BMPs to meet the intent of this PPP. In some cases, installation details and notes are provided on the attached PPP drawings. At locations where sediment-laden run-off could exit the property, the Contractor shall install perimeter controls to prevent sedimentation from being transported off-site.

**Temporary BMP – Contractor Awareness and Education**
The Contractor will encourage erosion, sedimentation and pollution control awareness by holding a construction site meeting with crew leaders, including subcontractors, to make them aware of erosion control requirements prior to ground disturbing activities. The person responsible for erosion control during the project should be identified at these meetings.

**Temporary BMP – Construction Staging**
The general sequencing of construction and installation of BMPs is outlined below. Scheduling and phasing construction can reduce the area disturbed by construction activities. The construction schedule is shown below. As the construction schedule is updated the Contractor will update the schedule below.

<table>
<thead>
<tr>
<th>Anticipated Schedule (Contractor to Provide Information)</th>
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<tbody>
<tr>
<td><strong>Work Activity Sequence</strong></td>
</tr>
<tr>
<td>Hold pre-construction meeting</td>
</tr>
<tr>
<td>Install temporary BMPs</td>
</tr>
<tr>
<td>Excavation</td>
</tr>
<tr>
<td>Construct improvements</td>
</tr>
<tr>
<td>Install permanent BMPs</td>
</tr>
<tr>
<td>Remove temporary BMPs</td>
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<tr>
<td>Final clean-up</td>
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</tbody>
</table>

**Temporary BMP – Limit Disturbance to Land and Vegetation**
The approximate limits of construction are shown on the drawings. Where the limits are not shown, the property line will serve as the construction limits. Every practical effort should be made to avoid disturbance of land and vegetation outside of the construction limits. Only clear
and grub that portion of the site that will be involved in the immediate construction activities. Portions of the site where bare soils are exposed for 5 consecutive days without active construction shall be stabilized with tackifier, hydro seeding, or other soil stabilization practice.

**Temporary BMP – Stabilized Construction Site Entrance**
Access points shall be used for project and visitor vehicles, including construction equipment. For this project the vehicle ingress/egress shall be the existing roadway. If improvements need to be made to prevent track-out, the entrance will be modified. All vehicles shall enter through the stabilized construction site entrance otherwise, vehicles shall be parked in designated parking areas along the roadside that are closed to traffic.

**Temporary BMP – Staging Area for Vehicle Parking or Unloading**
Staging will take place on the existing road. Sediment will be removed from the pavement at least daily and before a storm event. The roadway must be swept and sediment removed from the roadway at the conclusion of the project.

**Temporary BMP – Debris and Excavated Material**
Excavated material, construction rubbish and debris will be placed in trucks daily and disposed of properly. Soil will be disposed of at the county landfill or existing permitted gravel pit. Trash will be taken to the county landfill and re-usable items will be taken to the contractor’s storage facility.

**Temporary BMP – Removal of Tracked Mud or Dirt**
The Contractor shall sweep-up, shovel, or otherwise clean mud or dirt from the roadway and any other area caused by vehicle or equipment tracking sediment off-site each day or before rain or snow.

**Temporary BMP – Washout Area**
A washout area for non-hazardous materials shall be identified by the Contractor and approved by the Project Manager. After the washout materials have dried, the residue will be properly removed from the site. Do not dump hazardous materials at the washout area. The following practices shall be followed at all times:

- Avoid mixing excess amounts of fresh concrete or cement mortar on-site.
• Never dispose of washout into the street, storm drains, drainage ditches, or water courses. Wash out concrete transit mixers only in designated washout areas or other temporary containment receptacle.
• Place the washout area away from water courses and storm drains. Create the washout containment large enough to hold all anticipated non-hazardous waste.
• Allow water to percolate into soil and dispose of hardened residue in an appropriate manner.
• The washout area shall not be located within any of the work zone areas (on-site).
• For self-installed concrete washouts, line the pit with plastic sheeting of at least 10-mil thickness that has no holes or tears to prevent leaching of liquids into the ground.

Temporary BMP – Equipment Washing
Pressure washing of construction equipment or materials such as concrete forms will not be allowed on site. The contractor will wash equipment before mobilizing to the site and not wash equipment until it is at the contractor’s storage area where wash water will be contained. Only the cleaning of those tools involved in the placement of concrete will be allowed at the designated washout area.

Temporary BMP – Storage of Materials on Public Right-of-Ways
No materials or supplies shall be placed on the public right-of-way (streets or sidewalks) unless permitted by local regulating agencies. Excavated soil placed adjacent to excavations should be kept as close the excavations as possible and placed up gradient of the excavations if possible. Material such as road base may be placed in areas closed to traffic. Only place materials that will be used that day in the right-of-way. Areas permitted for storage in the right-of-way must be closed to traffic and require a traffic control permit. Stockpile areas shall be cleared of material by the end of each work day and swept clean.

Temporary BMP – Hazardous Materials Storage
Due to the size of this project it is anticipated that regular maintenance of equipment will not be necessary. It is anticipated that all hazardous materials such as fuel, and lubricants necessary for the operation of construction equipment will be contained and secured to the contractor’s service vehicles and removed from the site daily. If other materials such as bagged dry concrete, concrete sealer, or paint is used on the site the following guidelines will be followed:
• Hazardous materials used on site shall be stored in EPA-approved containers in a secure setting.
• Wet and dry building materials with the potential to pollute runoff should be handled and delivered with care and stored under cover, and/or surrounded by berms when rain is forecast or during wet weather.
• Storage containers shall not be placed on a street or sidewalk, or located within 50 feet of Storm Drain Inlets.

The Contractor shall maintain appropriate materials on site at all times to manage any spills of the following polluting materials:
• Fuel oil spills or leakage.
• Hydraulic line breaks or spills.
• Lubrication fluids.
• Other petroleum distillates.
• Cement, mortar.
• Solvents.
• Fertilizers.
• Any other hazardous materials used in construction.

Any areas that could be susceptible to spillage or leakage, such as equipment parking areas and material storage areas shall be properly managed to ensure that releases of polluting materials are quickly and properly handled. A Responsible Person trained in performing appropriate clean-up and disposal of polluting materials shall be regularly present at the site during active construction. Fueling areas should provide secondary containment with enough capacity to contain a spill.

The following actions should be taken to ensure proper material delivery, handling and storage:
• Train employees and subcontractors in proper material delivery, handling, and storage procedures.
• Only keep on site the amount of materials needed for the site construction.
• Use nonhazardous or environmentally-friendly materials when possible.
• Label and store all hazardous materials according to local, state, and federal regulations.
• Keep inventory of all hazardous material for use in an emergency.
• Store granular materials at least 10 feet from waterways, storm drains, curbs and gutters.
• Store hazardous materials under cover and/or surrounded by berms to prevent contact with storm water.
• Provide a temporary roof, or secured plastic sheeting or tarp for stockpiles of construction materials and debris.
• Provide storage in accordance with secondary containment regulations and provide secondary cover for containers of paint, chemicals, solvents and other hazardous materials during rainy periods.
• Control dust daily with water.
• Do not apply hazardous chemicals outdoors during wet weather.
• Have proper storage instructions posted at all times in an open and conspicuous location.
• Keep ample supply of appropriate spill cleanup materials near storage areas.

Only conduct fueling, major maintenance or repairs, and washing of equipment in properly constructed areas to prevent contamination of soil and storm water runoff according to current regulations. Perform major maintenance and repair off-site. Use drip pans or drip cloths as necessary to drain and replace fluids on site. Maintain extra drip pans or cloths on site to control breaks or leaks of polluting materials.

Temporary BMP – Sanitary Facilities
A Portable sanitary facility may be used on the site. The sanitary facility must be kept away from water conveyances and must be cleaned and pumped to ensure contaminants do not leak. The sanitary facility must be kept on a level surface to limit tipping. Do not place the sanitary facility in the street.

Temporary BMP – Dust Control
The Contractor shall ensure the track out areas are cleaned each day to limit the possibility of dust leaving the site. Dust control is particularly important during high wind events. Dust control measures are generally temporary in nature and may require reapplication.

Temporary BMP – Stockpiling of Materials
To minimize discharge, stockpiles of soil and landscaping materials should be stored away from waterways and protected from wind and rain. Dust should be controlled continually. Covering the stockpile material with tarps may be necessary. Stabilize all bare soil surfaces that will be or are left inactive for 14 days or more.
**Temporary BMP – Inlet Protection**
All storm drain inlets that could be potentially affected by the project shall be protected. Affected inlets are those for which run-off from the construction site could enter.

**Permanent BMP – Sod/Lawn Construction**
Areas of existing sod that are disturbed during construction will be re-sodded following construction.

**Emergency Operating Plan Procedures**
The emergency operating plan procedures and SPCCP shall follow the *Idaho Hazardous Materials/WMD: Incident Command and Response support Plan (December, 2001)*. Contractor shall have a copy of this plan onsite for use and reference. All operating procedures from this plan shall be enacted in the event of a hazardous material spill or discharge incident.

### 8 Notice of Termination
Because an NOI is not anticipated, filing a Notice of Termination (NOT) with the EPA’s national storm water processing center will not be necessary.

The Contractor is responsible for maintenance of temporary BMPs until one or more of the following conditions have been met:
- Final stabilization has been achieved on all portions of the site for which you are responsible.
- Another Responsible Person or the Owner has assumed control over those portions of the site which have not been finally stabilized. (See the Construction General Permit for guidance on transferring control of portions of a site.)

Final stabilization is defined as:

All soil disturbing activities at the site have been completed, and either of the following conditions is satisfied:
- A uniform, evenly distributed perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures.
- Equivalent permanent stabilization measures have been employed.
These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01.A.19. Add a new paragraph immediately after paragraph 1.01.A.19 of the General Conditions as follows:

1.01.A.19.a. ENGINEER's Consultant(s): The person, firm(s) or corporation(s) named as such below:

1.01.A.19.a.1. PARAGON Consulting, Inc., 157 West 4th Street, Kuna, Idaho 83634

SC-2.02. Delete first sentence in paragraph 2.02 of the General Conditions and insert the following in its place:

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents and three copies of full-size (11"x17") Drawings.

SC-2.07.A. Replace the first full sentence with the following:

Unless otherwise provided in the Contract Documents, within ten (10) days after the Effective Date if the Agreement the CONTRACTOR shall submit schedules in accordance with Paragraph 2.05.A for review for acceptability to ENGINEER as provided below.

SC-4.02. Supplement paragraph 4.02 of the General Conditions as follows:

4.02.A.3. In preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants have utilized the following reports of explorations and tests of subsurface conditions:

4.02.A.3.a. None.

4.02.A.4. In preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants have utilized the following drawings of physical conditions:

4.02.A.4.a. None.

4.02.A.5. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02.B of the General Conditions and as identified and established above are incorporated in paragraph 4.02.B of the General Conditions by reference. CONTRACTOR is not entitled to rely upon other information and data utilized by ENGINEER and ENGINEER's Consultants in the preparation of Drawings and Specifications.

SC-4.05. Supplement paragraph 4.05 of the General Conditions as follows:

4.05.A.1. The OWNER shall provide engineering surveys to establish the following reference points for construction control:

NONE
SC-4.06. Supplement paragraph 4.06 of the General Conditions as follows:

4.06.A.1. In preparing Drawings and Specifications, neither ENGINEER nor ENGINEER’s Consultant utilized any report or drawing relating to a Hazardous Environmental Condition.

SC-5.03. Attention is directed to the section 5.03 of the General Conditions which require OWNER and CONTRACTOR each to furnish the other appropriate evidence that the insurance each is required to purchase and maintain is in fact in effect. Any modification of this arrangement will require a change in 5.03.

SC-5.04.B.1. Add the following paragraph(s) immediately following paragraph 5.04.B.1 of the General Conditions:

5.04.B.1.a. In addition to the OWNER, ENGINEER and ENGINEER’s consultant, include as additional insureds, as provided in paragraph 5.04.B.1 of the General Conditions, the following parties or entities:

5.04.B.1.a.1. Ada County Highway District

SC-5.04.C. Add the following paragraph(s) immediately following paragraph 5.04.B of the General Conditions:

5.04.C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04.C.1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees as provided in paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:


5.04.C.1.b. Employer's Liability: $1,000,000

5.04.C.1.c. Federal and Maritime: As applicable, provide statutory coverage under Federal Compensation Acts such as, but not limited to, the Defense Base Act and the Federal Employee's Liability Act (FELA).

5.04.C.2. CONTRACTOR's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions shall provide the following minimum limits and conditions:

5.04.C.2.a. General Aggregate $3,000,000

5.04.C.2.b. Products-Completed Operations Aggregate $1,000,000

5.04.C.2.c. Personal and Advertising Injury (per person/organization with employment exclusion deleted) $1,000,000

5.04.C.2.d. Each Occurrence (bodily injury and property damage) $1,000,000

5.04.C.2.e. Fire Damage (any one fire) $100,000

5.04.C.2.f. Medical Expenses (any one person) $5,000

5.04.C.2.g. Property Damage liability insurance will remove the explosion, collapse, and underground exclusion and provide broad form property damage coverage.

5.04.C.3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (bodily injury and property damage) for owned, non-
owned, rented, or hired vehicles $1,000,000 for each occurrence and $3,000,000 in the aggregate.

5.04.C.4. Provide Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:

5.04.C.4.a. General Aggregate $1,000,000

5.04.C.4.b. Each Occurrence $1,000,000

5.04.C.5. Additional coverages CONTRACTOR shall provide are as follows:

5.04.C.5.a. Where CONTRACTOR's operations involve the use of owned or non-owned aircraft or watercraft, provide coverage for bodily injury and property damage arising out of ownership, maintenance, use, or entrustment as follows:

5.04.C.5.a.1. General Aggregate N/A

5.04.C.5.a.2. Each Occurrence (Bodily Injury and Property Damage) N/A

5.04.C.5.b. Owner's and Contractor's Protective Liability (OWNER as named insured with ENGINEER as additional insured) N/A

SC-5.06.A.1. Supplement paragraph 5.06.A.1 of the General Conditions as follows:

In addition to OWNER, CONTRACTOR, subcontractor, ENGINEER, and ENGINEER’s Consultants, the OWNER shall provide a written list of names of all known entities to be named as additional insureds on the property insurance. Any change or addition to the list shall be given in writing to the CONTRACTOR at least 7 days prior to that entity performing Work at the site. Additional insureds shall at least include all those listed in paragraph 5.04.B.1 of the General Conditions and paragraph 5.04.B.1 of the Supplementary Conditions.

SC-5.06.A.2. Supplement paragraph 5.06.A.2 of the General Conditions as follows:

In addition to the above listed perils, the property insurance shall include: N/A

SC-5.06.B. Delete paragraph 5.06.B of the General Conditions in its entirety and insert the following in its place:

5.06.B. Equipment breakdown insurance is not required for this Project.

SC-5.06.D. Supplement paragraph 5.06.D of the General Conditions as follows:

Property insurance furnished under this contract shall have deductibles no greater than $5,000 for all sub-limits except for earthquake, which shall have a maximum deductible of $10,000.

SC-5.10. Supplement paragraph 5.10 of the General Conditions as follows:

The property insurance shall contain no partial occupancy restriction for utilization of the Project by the OWNER for the purpose intended.

SC-6.02.B. Supplement paragraph 6.02.B of the General Conditions as follows:

CONTRACTOR (and Subcontractor) regular working hours consist of working within a 12-hour period between 7:00 a.m. and 7:00 p.m. on a regularly scheduled basis, excluding Saturdays, Sundays and holidays.
The CONTRACTOR may work Saturdays provided that 48-hour notice is given.

CONTRACTOR operations on Sundays and holidays will be allowed only with prior approval of the Owner and will be at the Owner’s option.

SC-6.06.B. Supplement paragraph 6.06.B of the General Conditions as follows:

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, CONTRACTOR shall provide the names and addresses and other requested information of all subcontractors, suppliers, individuals or entities (include Idaho Public Works Contractor License Numbers for any subcontractors) within 5 days after Bid opening, if requested by Owner.

SC-6.13. Supplement paragraph 6.13 of the General Conditions as follows:

6.13.A.4. The CONTRACTOR shall, at all times, so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to ensure the safety of persons and property. Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks (when feasible and safe for the public) and the proper functioning of all storm drain inlets, and irrigation lines.

SC-7.01.D. through 7.01.F. Add new paragraphs immediately following paragraph 7.01.C of the General Conditions as follows:

7.01.D. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of or resulting from CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or ENGINEER's Consultants or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, and ENGINEER's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them harmless 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 directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them to the extent based on a claim caused by, arising out of, or resulting from CONTRACTOR's performance of the Work.

7.01.E. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.

7.01.F. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultants or the
officers, directors, employees, agents, or other consultants of each and any of them for activities that are their respective responsibilities.

SC-7.02.C. Add new paragraph immediately following paragraph 7.02.B of the General Conditions as follows:

7.02.C. Miscellaneous other work should be anticipated to be performed at the site by others. Said other work is either directly or indirectly related to the scheduled performance of the Work under these Contract Documents.

SC-8.11 Delete paragraph 8.11 from the General Conditions in its entirety.

SC-8.13. Add a new paragraph immediately following paragraph 8.12 of the General Conditions as follows:

8.13. OWNER As Resident Project Representative

8.13.A. OWNER will furnish Project representation during the construction period. The duties, responsibilities and limitations of authority specified for the ENGINEER in Article 9—ENGINEER'S STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the OWNER.

SC-9.03.B. through 9.03.D. Add new paragraphs immediately following paragraph 9.03.A of the General Conditions as follows:

9.03.B. The Resident Project Representative (RPR) will be furnished by the OWNER. The responsibilities, authority, and limitations of the RPR are limited to those of ENGINEER in accordance with paragraph 9.09 of the General Conditions and as set forth elsewhere in the Contract Documents and are further limited and described below.

9.03.C. Responsibilities and Authority:

9.03.C.1. Schedules: Review and monitor the progress schedule, schedule of Submittals submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

9.03.C.2. Conferences and Meetings: Conduct or attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.

9.03.C.3. Liaison: (i) Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; (ii) assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's onsite operations; (iii) assist in obtaining from OWNER additional details or information when required for proper execution of the Work.

9.03.C.4. Submittals: Receive Submittals which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work or arrival of Products at site, when recognized, requiring a Shop Drawing or Sample if the Submittal has not been approved by ENGINEER.

9.03.C.5. Review of Work, Rejection of defective Work, Inspections and Tests: (i) Conduct onsite observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents; (ii) inform ENGINEER and CONTRACTOR whenever RPR believes that any Work is defective; (iii) advise ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract
Documents, or whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval; (iv) monitor that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; (v) observe, record and report to ENGINEER appropriate details relative to the test procedures and startups; and (vi) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

9.03.C.6. Interpretation of Contract Documents: Inform ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

9.03.C.7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and provide recommendations to ENGINEER; transmit to CONTRACTOR the decisions issued by ENGINEER.

9.03.C.8. Records: (i) Maintain at the site files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, ENGINEER's written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a diary or log book recording pertinent site conditions, activities, decisions and events.

9.03.C.9. Reports: (i) Furnish ENGINEER periodic reports of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Submittals submissions; (ii) consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, obtain backup material from CONTRACTOR as appropriate.

9.03.C.10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.03.C.11. Certificates, Maintenance and Operation Manuals, Record Documents, and Site Records: During the course of the Work, monitor that these documents and other data required to be assembled, maintained, and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

9.03.C.12. Substantial Completion: (i) Conduct an inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a list of items to be completed or corrected; (ii) submit to ENGINEER a list of observed items requiring completion or correction.

9.03.C.13. Completion: (i) Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR; and (ii) notify CONTRACTOR and ENGINEER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have been completed, corrected, or accepted by OWNER and make recommendations to ENGINEER concerning acceptance.
9.03.D. Limitations of Authority: Resident Project Representative will not:

9.03.D.1. have authority to authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER; or

9.03.D.2. undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR’s superintendent; or

9.03.D.3. accept Submittals from anyone other than CONTRACTOR; or

9.03.D.4. authorize OWNER to occupy the Project in whole or in part; or

9.03.D.5. participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SC-11.03.D. Delete paragraph 11.03.D of the General Conditions, and its sub-paragraphs, in its entirety and insert the following in its place:

11.03.D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.03.D.1. if the total cost of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25 percent from the estimated quantity of such item indicated in the Bid Form; and

11.03.D.2. if there is no corresponding adjustment with respect to any other item of Work; and

11.03.D.3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, the Contractor may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of 125 percent of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with paragraph 10.05.

SC-12.01.C.2.c. Supplement paragraph 12.01.C.2.c of the General Conditions as follows:

,except the maximum total allowable cost to OWNER shall be the Cost of the Work plus a maximum collective aggregate fee for CONTRACTOR and all tiered Subcontractors of 26.8 percent;

SC-13.03.A. Supplement paragraph 13.03.A of the General Conditions as follows:

CONTRACTOR shall establish an inspection program and a testing plan acceptable to the ENGINEER and shall maintain complete inspection and testing records available to ENGINEER.

SC-13.03.D. Supplement paragraph 13.03.D of the General Conditions as follows:

Tests required by Contract Documents to be performed by CONTRACTOR and that require test certificates to be submitted to OWNER or ENGINEER for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet following applicable requirements:

13.03.D.2. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

SC-14.04.A. Supplement paragraph 14.04.A of the General Conditions as follows:

Substantial completion of construction at an individual bus stop location is defined as follows:

1. All work required for construction of curb, curb & gutter, bus stop pad, sidewalk and associated concrete flatwork has been completed and approved by the Engineer.
2. All asphalt patching has been completed.
3. All signs have been re-installed in the appropriate location and approved by the Engineer.
4. All sprinkler repairs have been completed and approved by the Engineer.
5. All sod repair completed, and approved by the Engineer.
6. All damaged areas have been repaired as approved by the Engineer.
7. Work area has been cleared of debris and all refuse.
8. All traffic and pedestrian detours have been removed.
9. All traffic control and erosion and sediment control devices have been removed from the site.
10. Site is available for the intended use.

Work will be considered substantially complete for the project upon substantial completion of all bus stop locations, as described above.

Work will be considered ready for final payment upon acceptance of quality control and acceptance test results by ENGINEER, completion of any punch list items and demobilization, including site cleanup.

END OF SUPPLEMENTARY CONDITIONS
# Work Change Directive

**No. _____**

<table>
<thead>
<tr>
<th>Date of Issuance:</th>
<th>Effective Date:</th>
</tr>
</thead>
</table>

**Project:** 2020 Ada County Bus Stop Improvements  
**Owner:** Valley Regional Transit  
**Owner's Contract No.:** RFB 2020-05-28  
**Contract:** RFB 2020-05-28  
**Date of Contract:**  
**Contractor:**  
**Engineer's Project No.:**

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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</table>

**Attachments (list documents supporting change):**

|  
|---|
|  

**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- [ ] Non-agreement on pricing of proposed change.
- [ ] Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

<table>
<thead>
<tr>
<th>Contract Price $ (increase/decrease)</th>
<th>Contract Time _____ days (increase/decrease)</th>
</tr>
</thead>
</table>

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

**Recommended for Approval by Engineer:**  
**Date:**

**Authorized for Owner by:**  
**Date:**

**Received for Contractor by:**  
**Date:**

**Received by Funding Agency (if applicable):**  
**Date:**
Change Order

No. ____

Date of Issuance: ___________________________ Effective Date: ___________________________

Project: 2020 Ada County Bus Stop Improvements  Owner: Valley Regional Transit  Owner's Contract No.: RFB 2020-05-28

Contract: ___________________________

Contractor: ___________________________

Date of Contract: ___________________________

Engineer's Project No.: ___________________________

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
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<tr>
<td>$________________________</td>
<td>□ Working days □ Calendar days</td>
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<td>Substantial completion (days or date): ______________</td>
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<td>Ready for final payment (days or date): ______________</td>
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<tr>
<td>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:</td>
<td>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:</td>
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<tr>
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</tr>
<tr>
<td>Contract Price prior to this Change Order:</td>
<td>Contract Times prior to this Change Order:</td>
</tr>
<tr>
<td>$________________________</td>
<td>Substantial completion (days or date): ______________</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment (days or date): ______________</td>
</tr>
<tr>
<td>[Increase] [Decrease] of this Change Order:</td>
<td>[Increase] [Decrease] of this Change Order:</td>
</tr>
<tr>
<td>$________________________</td>
<td>Substantial completion (days or date): ______________</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment (days or date): ______________</td>
</tr>
<tr>
<td>Contract Price incorporating this Change Order:</td>
<td>Contract Times with all approved Change Orders:</td>
</tr>
<tr>
<td>$________________________</td>
<td>Substantial completion (days or date): ______________</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment (days or date): ______________</td>
</tr>
</tbody>
</table>

RECOMMENDED:  ACCEPTED:  ACCEPTED:
By: ___________________________  By: ___________________________  By: ___________________________
Engineer (Authorized Signature)  Owner (Authorized Signature)  Contractor (Authorized Signature)
Name: ___________________________  Name: ___________________________  Name: ___________________________
Print Name ___________________________  Print Name ___________________________  Print Name ___________________________
Date: ___________________________  Date: ___________________________  Date: ___________________________
Approved by Funding Agency (if applicable): ___________________________  ___________________________  ___________________________
A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.
Field Order
No. _____

Date of Issuance: ________________  Effective Date: ________________

<table>
<thead>
<tr>
<th>Project: <strong>2020 Ada County Bus Stop Improvements</strong></th>
<th>Owner: <strong>Valley Regional Transit</strong></th>
<th>Owner's Contract No.: <strong>RFB 2020-05-28</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract:</td>
<td>Date of Contract:</td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td>Engineer's Project No.:</td>
<td></td>
</tr>
</tbody>
</table>

**Attention:**
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _________________________________________
(Specification Section(s))  (Drawing(s) / Detail(s))

**Description:**
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________

**Attachments:**
________________________________________________________
________________________________________________________
________________________________________________________

Engineer: ______________________________________________
Signature: _____________________________________________
Print Name: ____________________________________________

**Receipt Acknowledged by Contractor:**

Signature: _____________________________________________
Print Name: ____________________________________________

**Copy to Owner**
2014 ISPW0 00942  Page 1 of 1  RFB 2020-05-28