

**City of Post Falls, Idaho
Community Garden**

Advertisement for Bids

General Notice

The City of Post Falls, Idaho (Owner) is requesting Bids for the **Community Garden**. Bids for the construction of the Project will be received at the office of the City Clerk (Shannon Howard), **Post Falls City Hall** located at **408 N. Spokane Street, Post Falls, Idaho 83854**, until **Wednesday, April 10, 2024** at **11:00 AM** local time. At that time the Bids received will be publicly opened and read aloud at the City Council Chambers, located at City Hall.

The Project includes the following Work:

Parking lot reconstruction, curb, gutter, sidewalk, paved trail, gravel trail, landscaping, irrigation, lighting, water service line, signing, pavement marking, and drainage infrastructure.

Obtaining the Bidding Documents

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

The Contract Documents may be examined at the following locations:

- City of Post Falls; 408 N. Spokane Street, Post Falls, ID 83854
- J-U-B ENGINEERS, Inc.; 7825 Meadowlark Way; Coeur d'Alene, Idaho 83815

Pre-bid Conference

A pre-bid conference for the Project will be held on **Wednesday, April 3, 2024** at **10:00 pm** at the Post Falls Community Garden (1103 3rd Avenue, Post Falls, Idaho 83854). Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders

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

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashier's check or cash in the amount of 5% of the amount of the bid proposal. Said bid security shall be forfeited to the Owner as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

The Owner (defined in Article 1 of Instructions to Bidders) 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 the Owner (defined in Article 1 of Instructions to Bidders)

Questions during bidding should be directed to Riannon Zender, P.E. at J-U-B ENGINEERS, Inc. at 7825 Meadowlark Way; Coeur d'Alene, Idaho; phone 208-762-8787; fax 208-762-9797; email rzender@jub.com.

The City of Post Falls City Council, in accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all firms that no person or organization shall be discriminated against based on race, religion, color, age, sex or national origin in consideration for an award issued pursuant to this advertisement. To the extent, Bidder intends to subcontract any of the work subject to this advertisement, the Bidder must include this notice in any agreements with subcontractors. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

This Advertisement is issued by:

Owner: **City of Post Falls, Idaho**

By: Robbie Quinn

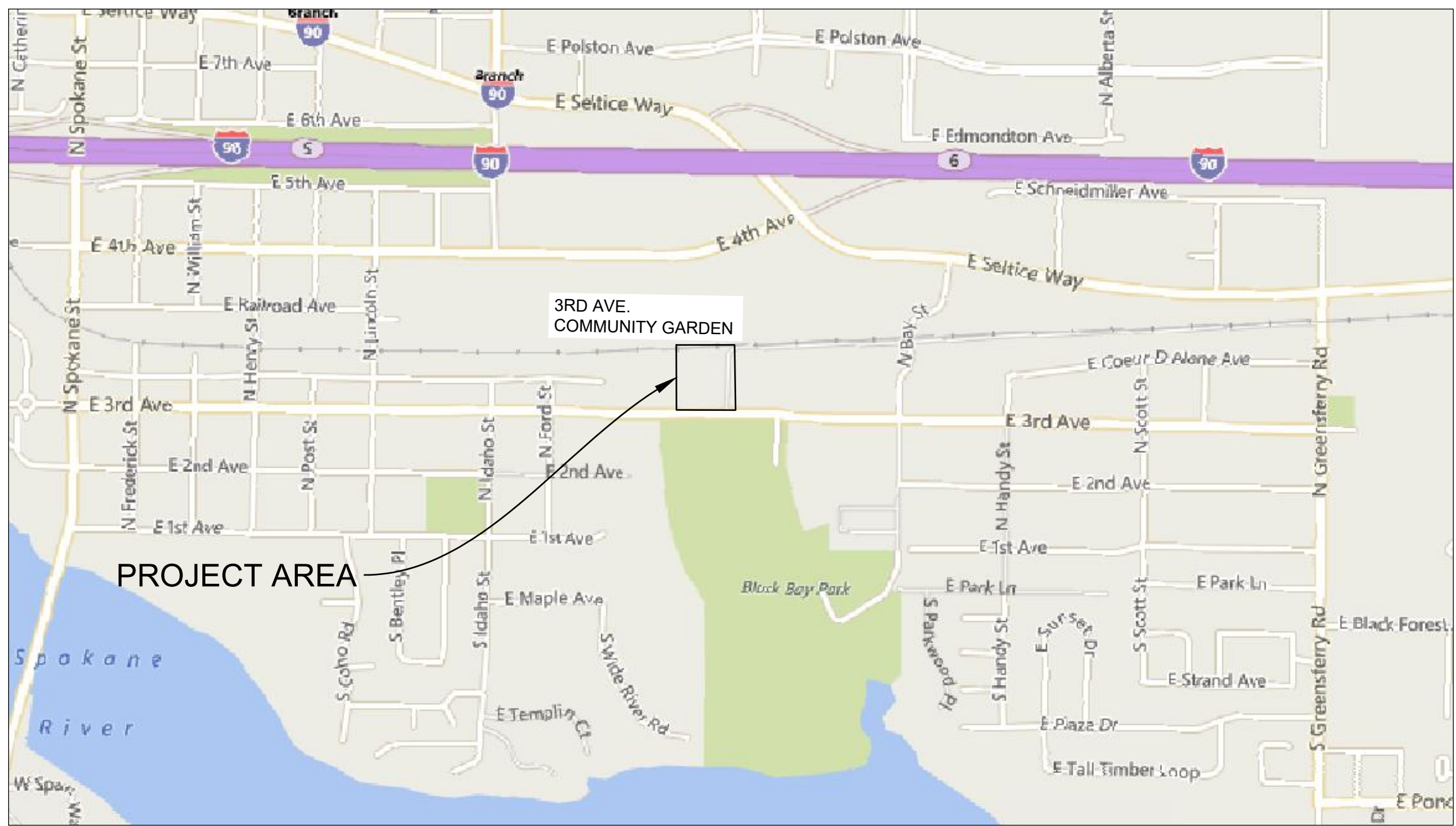
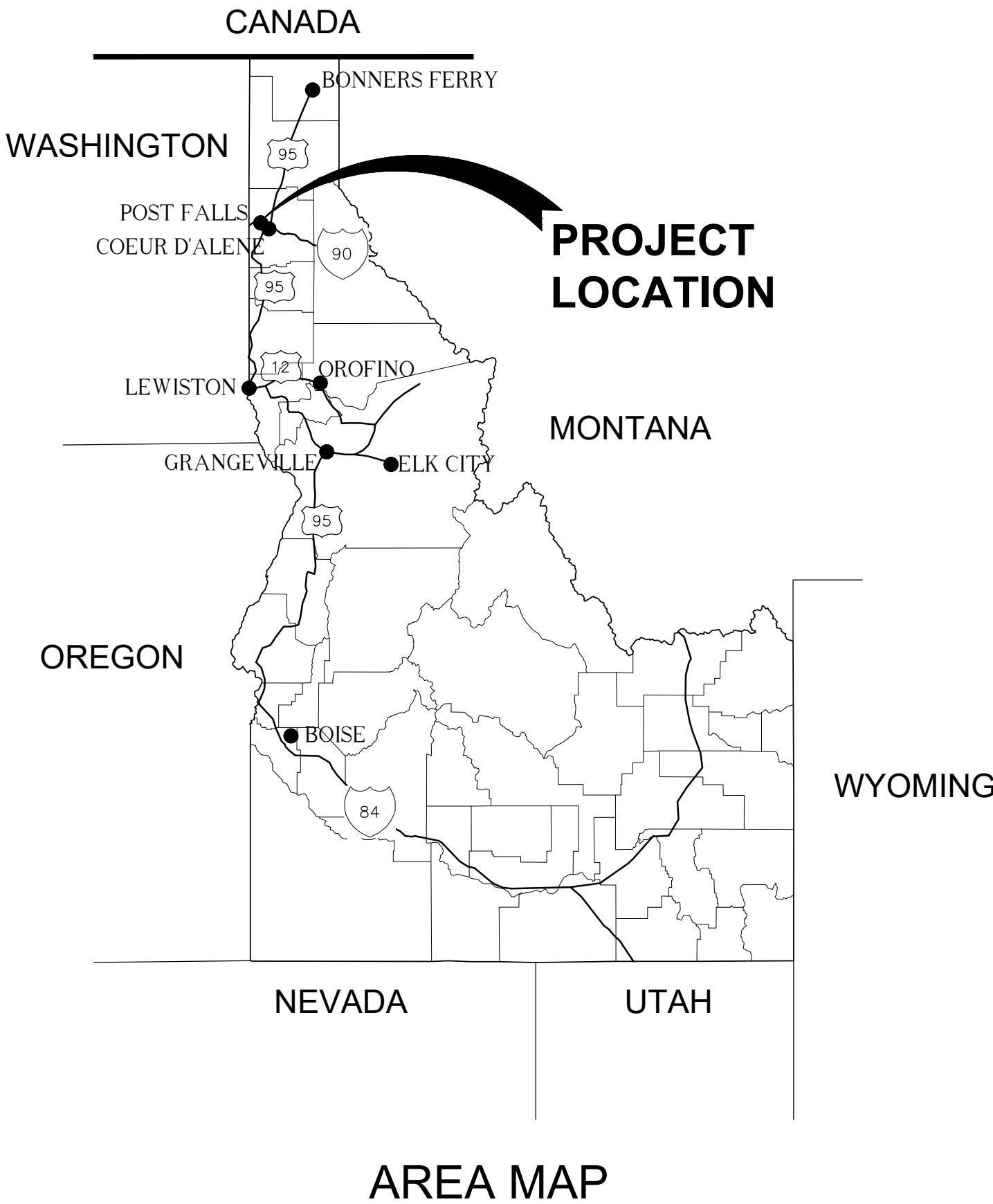
Title: Parks Planner

Date: **3/27/2024 and 4/04/2024**

COMMUNITY GARDEN CITY OF POST FALLS

March 2024

AGENCY REVIEW NOT FOR CONSTRUCTION



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L2.0	PLANTING PLAN
L3.0	IRRIGATION PLAN
L4.0	LANDSCAPE DETAILS
L4.1	LANDSCAPE DETAILS
L5.0	IRRIGATION DETAILS
L5.1	IRRIGATION DETAILS



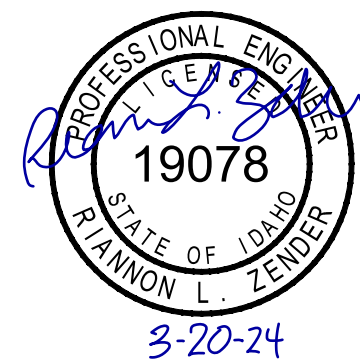
OWNER

CITY OF POST FALLS, IDAHO

RONALD JACOBSON	MAYOR
SAMANTHA STEIGLEDER	COUNCIL SEAT 1
JOSH WALKER	COUNCIL SEAT 2
JOE MALLOY	COUNCIL SEAT 3
NATHAN ZIEGLER	COUNCIL SEAT 4
RANDY WESTLUND	COUNCIL SEAT 5
KENNY SHOVE	COUNCIL SEAT 6



J-U-B ENGINEERS, INC.
7825 Meadowlark Way, Coeur d'Alene, ID 83815
p | 208 762 8787 f | 208 762 9797 w | www.jub.com



APPROVED FOR CONSTRUCTION

X
SIGNATURE

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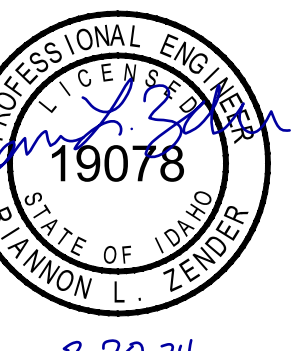
LAST UPDATED: 3/19/2024
SHEET NUMBER:
G-001

Plot Date: 3/20/2024 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-23-114_COMMUNITYGARDEN\DESIGN\CAD\SHEET\20-001_G-00X.DWG



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
Fax: 208.762.9797
www.jub.com



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NO.	REVISION	DESCRIPTION	BY	APPR.	DATE

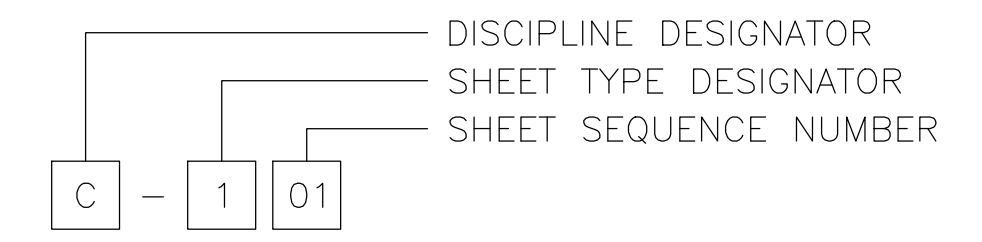
POST FALLS COMMUNITY GARDEN
CITY OF POST FALLS
DRAWING MANAGEMENT

FILE: 20-20-031_G-00X
JUB PROJ. #: 20-20-031
DRAWN BY: BPRR
DESIGN BY: RLZ
CHECKED BY: AKC
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 3/19/2024

SHEET NUMBER:
G-003

SHEET NUMBERING

SAMPLE: C-101



LINE LEGEND

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
POWER / COMMUNICATIONS		
OVERHEAD POWER	— OHP —	— OHP —
UNDERGROUND POWER	— UP —	— UP —
OVERHEAD TELEPHONE	— OHT —	— OHT —
UNDERGROUND TELEPHONE	— UT —	— UT —
FIBER OPTIC	— F/O —	— F/O —
CABLE TELEVISION	— CTV —	— CTV —
UNDERGROUND POWER, TEL, CABLE TV		— P,T,CTV —
UNDERGROUND POWER, TEL, CABLE TV, GAS		— P,T,CTV,G —
STORM DRAIN		
STORM DRAIN (GENERAL)	— SD —	— SD —
STORM DRAIN	— X*SD —	— X*SD —
ROOF DRAIN	— RD —	— RD —
SANITARY SEWER		
SANITARY SEWER (GENERAL)	— SS —	— SS —
SANITARY SEWER	— X*SS —	— X*SS —
SANITARY SEWER SERVICE	— SS — SS —	— SS — SS —
SEWER FORCE MAIN	— FM —	— FM —
WATER		
WATER (GENERAL)	— W —	— W —
WATER (SPECIFIED SIZE)	— X*W —	— X*W —
WATER SERVICE	— WS — WS —	— WS — WS —
IRRIGATION		
IRRIGATION	— IRR —	— IRR —
GRAVITY IRRIGATION	— GIRR —	— GIRR —
PRESSURE IRRIGATION	— PIRR —	— PIRR —
POTABLE WATER	— PW —	— PW —
NON-POTABLE WATER	— NPW —	— NPW —
GAS		
NATURAL GAS	— G —	— G —
NATURAL GAS SERVICE	— G — G —	— G — G —
HIGH PRESSURE GAS	— HPG —	— HPG —
LIQUID GAS	— LG —	— LG —
UTILITY		
CHLORINE LINE	— CHL —	— CHL —
INDUSTRIAL WASTE WATER	— IWW —	— IWW —
DRAIN LINE		— DL —

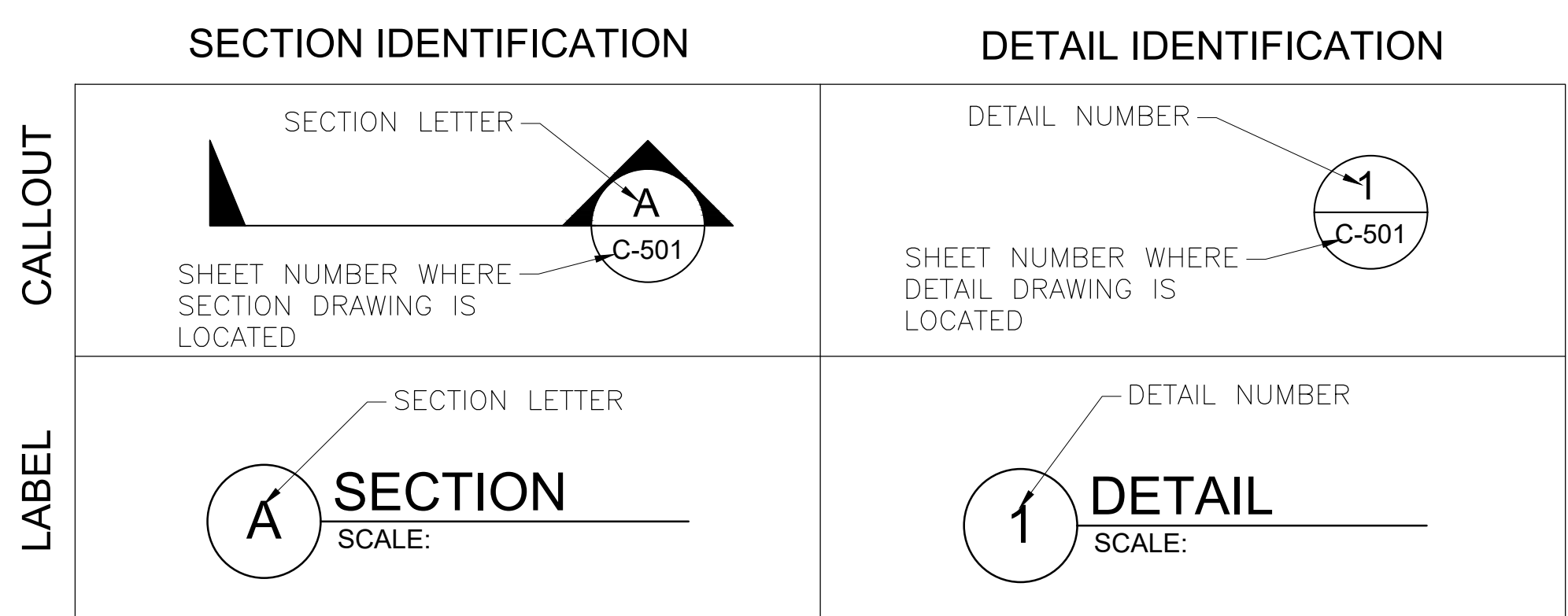
LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
BOUNDARY		
PROPERTY LINE	— P/L —	— P/L —
PROPERTY LINE	— — —	— — —
RIGHT OF WAY	— R/W —	— R/W —
TEMPORARY EASEMENT	— T/E —	— T/E —
PERMANENT EASEMENT	— P/E —	— P/E —
TOWNSHIP AND RANGE		
SECTION LINE		
QUARTER SECTION LINE		
1/16 SECTION LINE		
STATE LINE		
COUNTY LINE		
SITE		
FENCE	— X —	— X —
MAJOR CONTOUR	— 2521 —	
MINOR CONTOUR		
GRADE BREAK		— GB —
TOP OF BANK		— TOB —
TOE OF SLOPE		— TOE —
CUT LIMITS		
FILL LIMITS	— — —	
DITCH	— — —	
STORM SWALE	— — —	
EDGE OF WATER		
HIGH WATER		
WETLAND		— WET —
WETLAND BOG		— BOG —
WETLAND MARSH		— MRSH —
WETLAND SWAMP		— SWMP —
ROADWAY		
ROAD SHOULDER	— — —	— — —
ROAD CENTERLINE	— — —	— — —
ROAD ASPHALT	— — —	— EP —
ROAD GRAVEL	— — —	— EG —
TOP BACK OF CURB	— — —	— — —
LIP OF GUTTER	— — —	— — —
LANDSCAPING LIMITS	— LS —	— LS —

DISCIPLINE DESIGNATORS		
DISCIPLINE	DESIGNATOR	DESCRIPTION
GENERAL	G	ALL GENERAL
	GI	GENERAL INFORMATION
	GC	GENERAL CONTRACTUAL
	GR	GENERAL RESOURCE
SURVEY/MAPPING	V	ALL SURVEY
GEOTECHNICAL	B	ALL GEOTECHNICAL
CIVIL	C	ALL CIVIL
LANDSCAPE	L	ALL LANDSCAPE
STRUCTURAL	S	ALL STRUCTURAL
ARCHITECTURAL	A	ALL ARCHITECTURE
EQUIPMENT	Q	ALL EQUIPMENT
MECHANICAL	M	ALL MECHANICAL
ELECTRICAL	E	ALL ELECTRICAL
PLUMBING	P	ALL PLUMBING
PROCESS	D	ALL PROCESS
RESOURCE	R	ALL RESOURCE

SHEET TYPE DESIGNATORS	
DESIGNATOR	SHEET TYPE
0	GENERAL (SYMBOLS, LEGENDS, NOTES, ETC.)
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS, PROFILES, COMBINED PLAN & PROFILES
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE-SCALE VIEWS (PLANS, ELEVATIONS, ECT.)
5	DETAILS OR COMBINED DETAILS AND SECTIONS
6	SCHEDULES AND DIAGRAMS
7	USER DEFINED
8	USER DEFINED
9	3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOS)

SECTION AND DETAIL IDENTIFIERS

NOTE:
A DASH MAY BE PLACED IN THE LOWER PORTION OF THE IDENTIFIER IF THE DETAIL DRAWING OR SECTION VIEW IS LOCATED ON THE SAME SHEET.



Plot Date: 2/20/2024 11:59 AM Plotted By: Riammon Zender
 Date Created: 2/27/2024 J:\B\C\CENTRAL\CLIENTS\POSTFALLS\CITY\PROJECTS\07-22-14 COMMUNITY GARDEN\DESIGN\CAD\SHHEET\20-20-031_G-00X.DWG

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
SURVEY		
CAP (ALUMINUM)		
CAP (BRASS)		
CHISELED X		
CTRL PT GENERIC		
CTRL PT 1/2" REBAR		
CTRL PT 5/8" REBAR		
CTRL PT 60D NAIL		
CTRL PT HUB & TACK		
CTRL PT PK NAIL		
CTRL PT TEMP BENCH MARK		
NAIL		
NAIL AND TAG		
NAIL (PK)		
BOLT		
DRILL STEEL		
REBAR (1/2")		
REBAR (5/8")		
STAINLESS STEEL ROD		
IRON PIPE		
RAILROAD SPIKE		
R/W MONUMENT		
STONE		
SECTION CORNER. MON.		
SECTION QUARTER MON.		
SITE		
BOLLARD		
BOULDER		
DRINKING FOUNTAIN		
FLAGPOLE		
GATE		
MAIL BOX		
PARKING METER		
POST		
SIGN		
SPOT ELEVATION		
TREE (SHRUB)		
TREE (STUMP)		
TREE (CONIFEROUS)		
TREE (DECIDUOUS)		
TEST HOLE		
WELL		
WELL (MONITORING)		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
UTILITIES		
MANHOLE (GENERIC)		
PRESSURE CLEAN OUT AT GRADE		
THRUST BLOCK		
VAULT		
COMMUNICATION		
TELE. MANHOLE		
TELE. PEDESTAL		
TELE. POLE		
TV PEDESTAL		
GUY WIRE		
DOMESTIC WATER		
FIRE HYDRANT		
SPIGOT		
YARD HYDRANT		
WATER MANHOLE		
WATER METER		
WATER VALVE		
ELECTRIC		
ELEC. MANHOLE		
ELEC. METER		
ELEC. TRANS.		
JUNCTION BOX		
POWER POLE		
POWER STUB		
STREET LIGHT		
TRAFFIC SIGNAL POLE		
IRRIGATION		
IRRIGATION VALVE		
IRRIGATION VALVE BOX		
SPRINKLER		
NATURAL GAS		
GAS METER		
GAS VALVE		
SANITARY SEWER		
CLEANOUT		
SEWER STUB		
SS MANHOLE		
STORM DRAIN		
CATCH BASIN		
DRY WELL		
FLARE END		
GREASE TRAP		
SD MANHOLE		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
FITTINGS		
BEND (11.25°)		
BEND (22.5°)		
BEND (45°)		
BEND (90°)		
CAP		
COUPLING		
CROSS		
REDUCER (CONCENTRIC)		
REDUCER (ECCENTRIC)		
TEE		
TRUE UNION		
WYE		
VALVES		
AIR VALVE		
BLOW OFF		
COMBO VALVE		
BALL VALVE (N.C.)		
BALL VALVE (N.O.)		
BUTTERFLY VALVE		
CHECK VALVE		
CHECK VALVE (FLANGE)		
CHECK VALVE (MJ)		
GATE VALVE		
PLUG VALVE (N.C.)		
PLUG VALVE (N.O.)		
ROAD MARKINGS		
TURN ARROW		
ARROW STRAIGHT		
ARROW STRAIGHT/TURN		
BICYCLE ROUTE		
CAR		
HANDICAP SYMBOL		
ROADWAY		
INTERSTATE ROUTE		
MAST ARM		
PEDESTRIAN SIGNAL		
STATE ROUTE		
TRAFFIC LIGHT		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
ROADWAY (CONT.)		
TYPE 2 BARRICADE		
US ROUTE		
TRAFFIC ATTENUATOR		
JERSEY BARRIER		

ABBREVIATIONS	
ASSY	ASSEMBLY
>	ANGLE
@	AT (MEASUREMENTS)
BLDG	BUILDING
BM	BENCH MARK
BSC	BITUMINOUS SURFACE COURSE
BSW	BACK OF SIDEWALK
BW	BOTH WAYS
C	CHANNEL (STRUCTURAL)
C/L	CENTER LINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONT	CONTINUOUS
CPLG	COUPLING
CU FT	CUBIC FEET
CU YD	CUBIC YARD
DEG OR °	DEGREE
DET	DETAIL
DIA OR Ø	DIAMETER
DIP	DUCTILE IRON PIPE
DIST	DISTRIBUTION
DWG	DRAWING
EA	EACH
ELB	ELBOW
ELEV	ELEVATION
EW	EACH WAY
EXIST	EXISTING
FG	FINISH GRADE
FH	FIRE HYDRANT
FLG	FLANGE
FT OR '	FEET
GV	GATE VALVE
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
IN OR "	INCH
LB OR #	POUND
LF	LINEAL FEET
LN	LINEAL
MAX	MAXIMUM
MIN	MINIMUM
NO OR #	NUMBER
PE	POLYETHYLENE
PL	PLATE
PL	PROPERTY LINE
PVC	POLYVINYL-CHLORIDE
R	RADIUS
RP	RADIUS POINT
R&R	REMOVE & REPLACE
REM	REMOVE
REQ'D	REQUIRED
REV	REVISION
R/W	RIGHT-OF-WAY

S	SLOPE
SPEC	SPECIFICATION
STA	STATION
STD	STANDARD
STL	STEEL
ST STL	STAINLESS STEEL
TBC	TOP BACK OF CURB
TYP	TYPICAL
TFC	TOP FACE OF CONCRETE
W/	WITH
W/O	WITHOUT
W/REQ'D	WHERE REQUIRED

J-U-B ENGINEERS, INC.
 7825 Meadowlark Way
 Coeur d'Alene, ID 83815
 Phone: 208.762.8787
 Fax: 208.762.9797
 www.jub.com

PROFESSIONAL ENGINEER
 19078
 STATE OF IDAHO
 RIAMMON L. ZENDER
 3-20-24

NO.	REVISION	DESCRIPTION	BY	APPR.	DATE

POST FALLS COMMUNITY GARDEN
 CITY OF POST FALLS
 GENERAL SYMBOLS

FILE : 20-20-031_G-00X
 JUB PROJ. # : 20-20-031
 DRAWN BY: BPRR
 DESIGN BY: RLZ
 CHECKED BY: AKC
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPDATED: 3/19/2024
 SHEET NUMBER:
G-004

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NO.	REVISION	DESCRIPTION	BY	APPR.	DATE

**TOPOGRAPHIC SURVEY CITY OF POST FALLS
 PARKS DEPARTMENT**

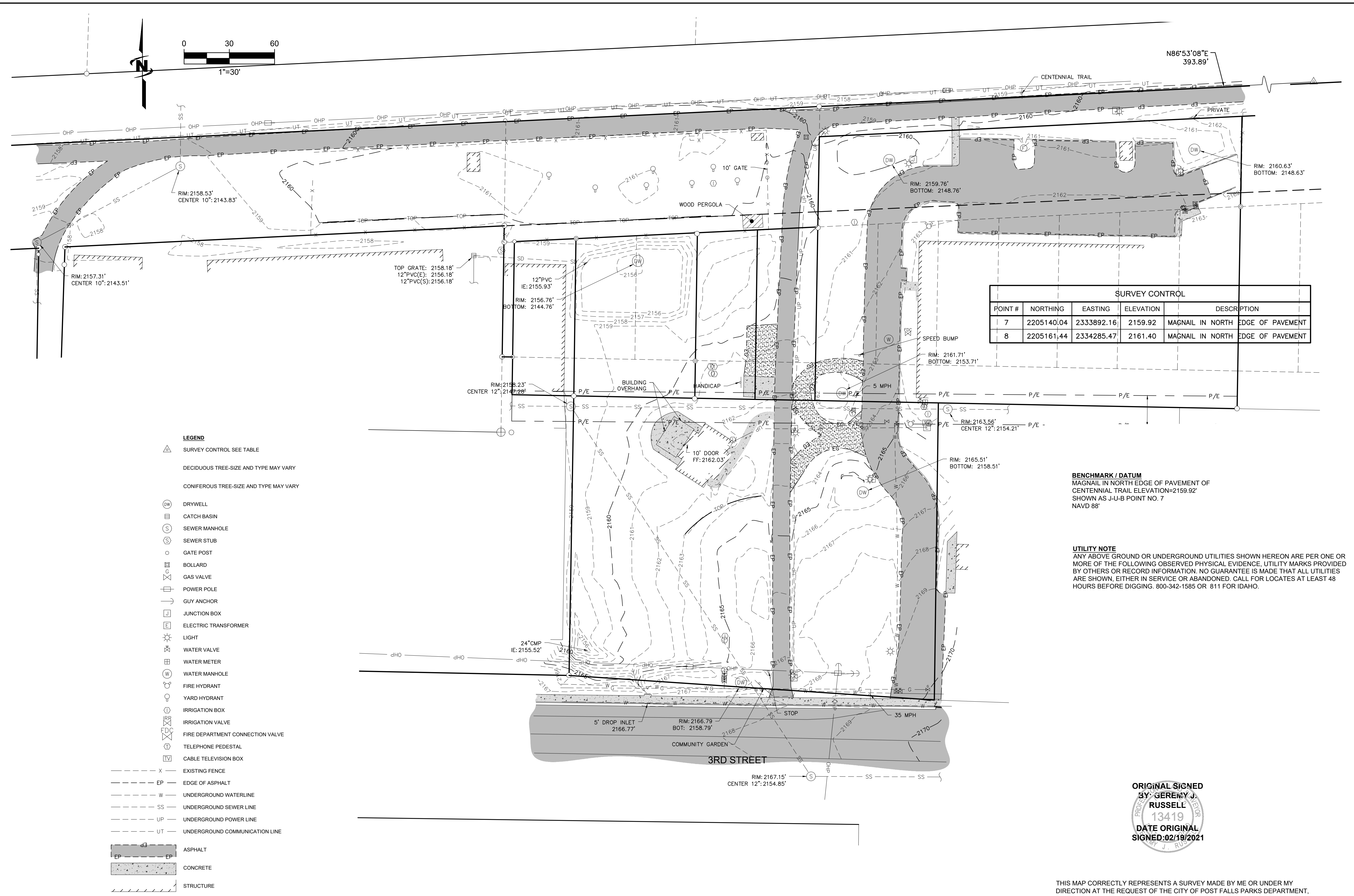
PORTIONS OF THE S 1/2 NW 1/4 AND N 1/2 SW 1/4 SECTION 2
 TOWNSHIP 50 NORTH, RANGE 5 WEST, B.M.
 CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

FILE: 20-30-031_V-SP
 JUB PROJ. #: 20-20-023
 DRAWN BY: BLC
 DESIGN BY:
 CHECKED BY: GJR

LAST UPDATED: 2/19/2021

SHEET NUMBER:

V-101



ORIGINAL SIGNED
 BY: GEREEMY J. RUSSELL
 13419
 DATE ORIGINAL
 SIGNED: 02/19/2021

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE CITY OF POST FALLS PARKS DEPARTMENT, MAY, 2020.

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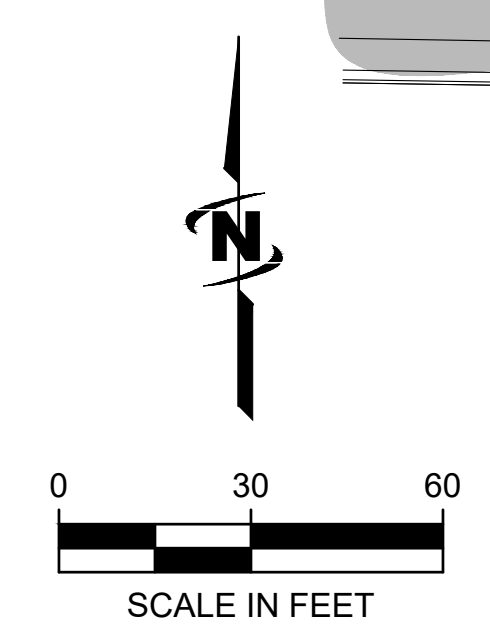
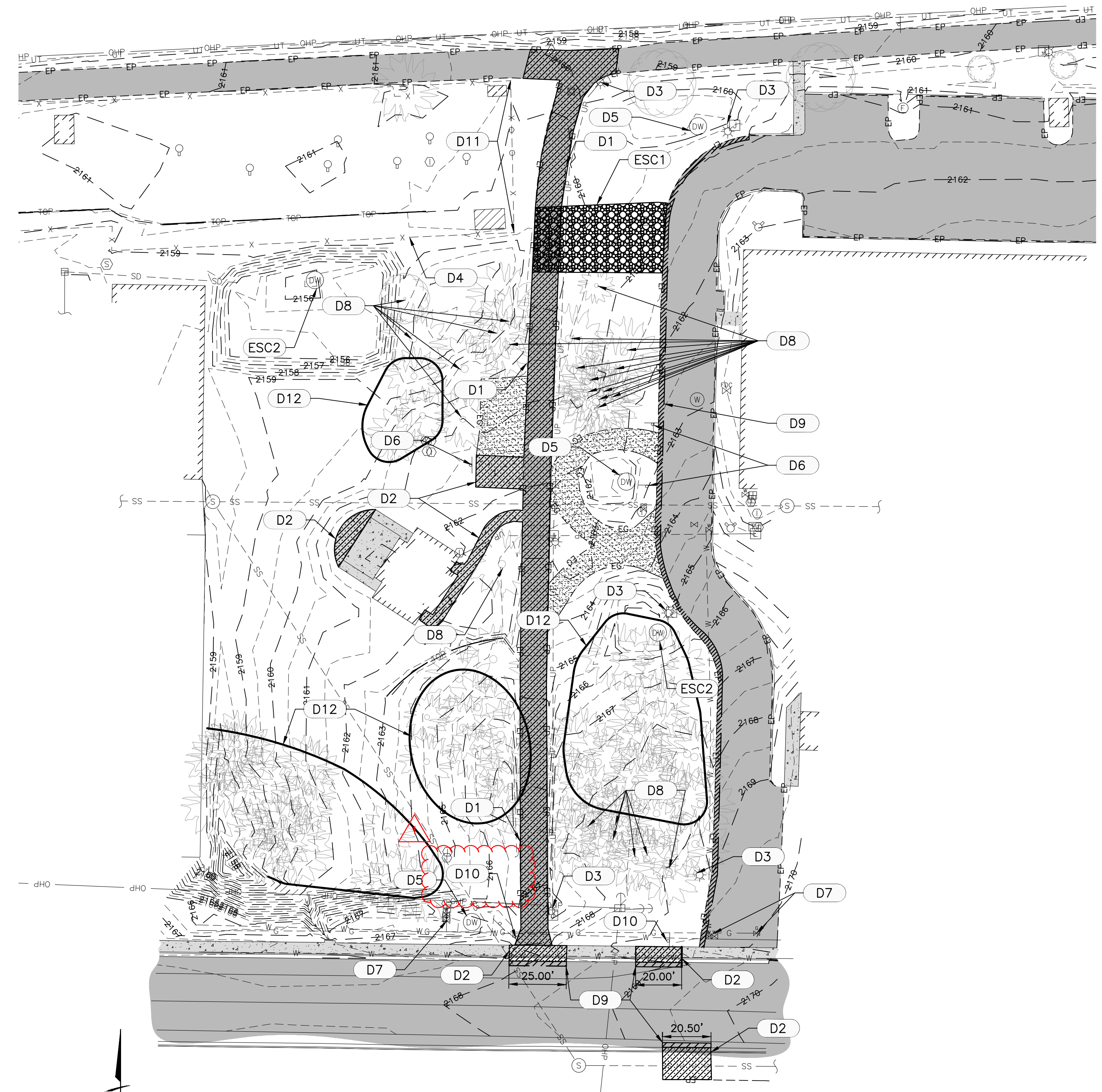
NO.	REVISION	DESCRIPTION	BY	DATE
1	UPDATES FROM ENGR REVIEW			

GENERAL NOTES (THIS SHEET):

1. RETAIN AND PROTECT ALL LIVE TREES UNLESS OTHERWISE NOTED OR DIRECTED BY OWNER.
2. REMOVE ALL TREES WITHIN THE FINAL GRADING LIMITS. THE TREES IDENTIFIED FOR REMOVAL ON THESE PLANS MAY NOT BE INCLUSIVE OF ALL TREES THAT NEED TO BE REMOVED.

KEYED NOTES (THIS SHEET):

- D1 DEMOLISH AND REMOVE EXISTING ASPHALT PATH
- D2 SAWCUT AND REMOVE SIDEWALK/SLAB FOUNDATION
- D3 REMOVE AND DISPOSE OF EXISTING LIGHT AND JUNCTION BOX
- D4 RETAIN AND PROTECT EXISTING FENCE
- D5 DECOMMISSION DRYWELL PER IDWR REQUIREMENTS
- D6 REMOVE SIGNS AND RETURN TO OWNER
- D7 RETAIN AND PROTECT EXISTING VALVES
- D8 REMOVE AND DISPOSE OF EXISTING TREES WITHIN GRADING LIMITS. FLAG TREES FOR REMOVAL AND COORDINATE WITH PROJECT MANAGER AND URBAN FORESTER PRIOR TO REMOVING TREES.
- D9 SAWCUT AND REMOVE EXISTING PAVEMENT
- D10 REMOVE AND RESET SIGN
- D11 REMOVE FENCE AND GATE
- D12 TREE PROTECTION; SEE LANDSCAPE PLANS FOR DETAILS
- ESC1 CONSTRUCTION ENTRANCE. FINAL LOCATION TO BE DETERMINED BY CONTRACTOR. SEE DETAIL: 1 C-501
- ESC2 INLET PROTECTION SEE DETAIL: 4 C-501



NO.	REVISION	DESCRIPTION	DATE
1	UPDATES FROM ENGR REVIEW		

**POST FALLS COMMUNITY GARDEN
 CITY OF POST FALLS**

KEYED NOTES (THIS SHEET):

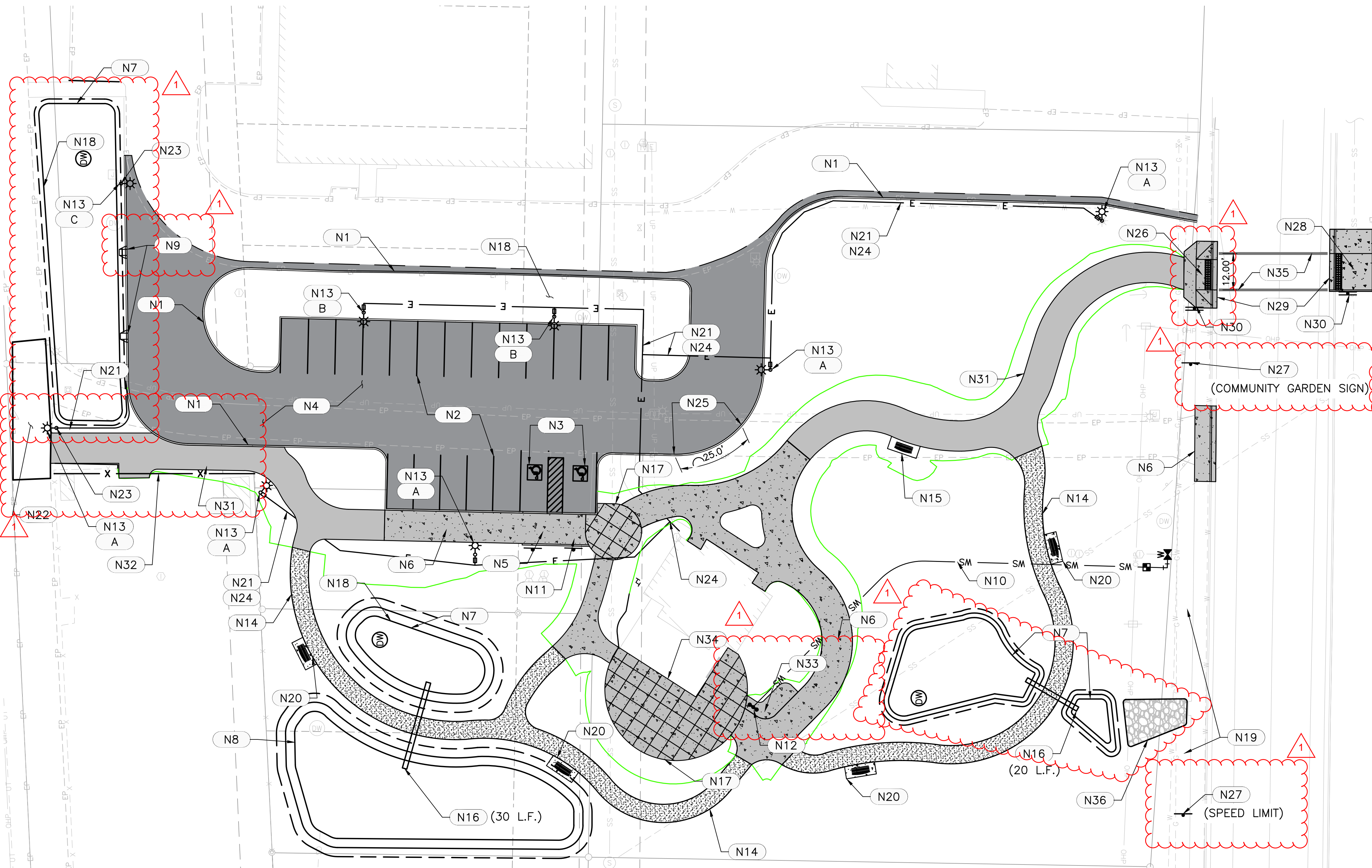
- N1 STANDARD STRAIGHT CURB; SEE DETAIL 1 C-502
- N2 4" WHITE PAVEMENT MARKING; SEE DETAIL 3 C-502
- N3 PAINTED ACCESSIBLE PARKING SYMBOL; SEE DETAIL 2 C-501
- N4 PAVING SECTION; SEE DETAIL 6 C-501
- N5 PEDESTRIAN RAMP (CUSTOM); SEE DETAIL 1 C-503
- N6 CONCRETE SIDEWALK; SEE SHEET C-104; SEE DETAIL 5 C-501
- N7 DRAINAGE SWALE AND TYPE 1 SINGLE-DEPTH DRYWELL; SEE DETAIL 5 C-502
- N8 MODIFY EXISTING SWALE; RETAIN AND PROTECT EXISTING DRYWELL
- N9 DRAINAGE CURB CUT; SEE DETAIL 2 C-502
- N10 WATER SERVICE LINE FOR DRINKING FOUNTAIN. SEE SHEET C-103 FOR WATER LINE DETAILS.
- N11 R7-8 "RESERVED PARKING" AND R7-8P "VAN ACCESSIBLE" SIGNS; DIAMOND GRADE ALUMINUM; SEE DETAIL
- N12 DRINKING FOUNTAIN; 1" X 1/2" TEE, 3/4" WATER SUPPLY LINE, DRAIN LINE, AND FLO-WELL DRAIN SUMP BY CONTRACTOR. FOUNTAIN PROVIDED AND INSTALLED BY OWNER. COORDINATE WITH OWNER FOR LOCATION. SEE DETAILS
- N13 LIGHT AND JUNCTION BOX. ORIENT PER PLAN. SEE LUMINAIRE SCHEDULE AND DETAIL 2 C-503
- N14 GRAVEL PATH; FIELD FIT BETWEEN TREES; COORDINATE LAYOUT WITH PROJECT MANAGER; SEE LANDSCAPE PLANS
- N15 4' X 10' CONCRETE PAD FOR BENCH (BENCH BY OWNER)
- N16 12-INCH CGSP W/ MITERED DRAIN GRATE, OR APPROVED EQUAL. SET INVERTS AT SWALE BOTTOM.
- N17 CHARCOAL COLORED CONCRETE WITH 10-FT O.C. SCORING
- N18 SEE LANDSCAPE PLANS FOR SEEDING REQUIREMENTS
- N19 SEE LANDSCAPE PLANS FOR STREET TREE DETAILS
- N20 CONCRETE BENCH PAD; SEE LANDSCAPE PLANS

KEYED NOTES (THIS SHEET, CONTINUED):

- N27 RESET SIGN ON NEW POST
- N28 PEDESTRIAN RAMP (CUSTOM); SEE DETAIL
- N29 STANDARD CURB AND GUTTER; SEE
- N30 DOUBLE SIDED RFRB
- N31 ASPHALT PATHWAY; SEE DETAIL 6 C-501
- N32 REPLACE FENCE AND GATE; MATCH EXISTING
- N33 TRASH RECEPTACLE DEEP CAN; SEE LANDSCAPE PLANS
- N34 SAWCUT EXISTING SLAB TO MATCH 10-FT O.C. JOINTS IN NEW SLAB
- N35 STANDARD THERMOPLASTIC CROSSWALK STRIPING PER 1 POST FALLS SD 2021
- N36 6-IN DIAMETER HAND PLACED RIPRAP, TO BE APPROXIMATELY 1.5-FT DEEP.
- N21 1 1/2" LIGHTING CONDUIT. ADJUST ALIGNMENT AS NECESSARY TO AVOID RETAINED AND PROTECTED TREES. SEE TRENCHING DETAIL 3 C-503
- N22 REPLACE EXISTING ASPHALT ON PATH PER ADA STANDARDS; SEE PAVING DETAIL 6 C-501
- N23 CONNECT TO EXISTING POWER SOURCE AS SHOWN; CONTRACTOR RESPONSIBLE FOR COMPLETE AND WORKING SYSTEM
- N24 CONNECT TO EXISTING POWER SOURCE AT EXISTING BUILDING; CONTRACTOR RESPONSIBLE FOR COMPLETE AND WORKING LIGHTING SYSTEM. CONTROL SYSTEM TO INCLUDE TIMER AND PHOTOCELL.
- N25 ROLLED CURB (SNOW STORAGE), SEE DETAIL 5 C-503
- N26 PEDESTRIAN RAMP (CUSTOM); SEE DETAIL 4 C-503

LUMINAIRE SCHEDULE

LABEL	QUANTITY	MANUFACTURER	CATALOG NUMBER	FILENAME	LUMENS PER LAMP	WATTAGE
A	5	LUMENPULSE (OR APPROVED EQUAL)	BLDM-SD-120/27 7-CSL-M100-30K -CRI 80-3	BLDM-SD-120_27 7-CSL-M100-30K -CRI 80-3.IES	9048	115
B	2	LUMENPULSE (OR APPROVED EQUAL)	BLDM-SD-120/27 7-CSL-M100-30K -CRI 80-4 BLS	BLDM-SD-120_27 7-CSL-M100-30K -CRI 80-4 BLS.IES	5022	115
C	1	LUMENPULSE (OR APPROVED EQUAL)	BLDM-SD-120/27 7-CSL-M100-30K -CRI 80-2	BLDM-SD-120_27 7-CSL-M100-30K -CRI 80-2.IES	8374	115



Plot Date: 3/20/2024 12:00 PM, Plotted By: Ramon Zender
 Date Created: 3/20/2024, JUB.COM\CENTRAL\Clients\POST FALLS\CITY\PROJECTS\20-20-031-14 COMMUNITY GARDEN\DESIGN\CAD\SHEET\20-20-031_C-102.DWG

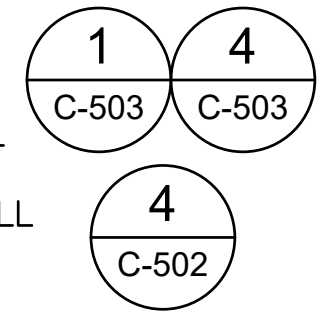
REUSE OF DRAWINGS: JUB SHALL RETAIN ALL RIGHTS IN THESE DRAWINGS. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

NO.	REVISION	DESCRIPTION	DATE
1	UPDATES FROM ENGR REVIEW		

POST FALLS COMMUNITY GARDEN
 CITY OF POST FALLS
 GEOMETRIC CONTROL & UTILITIES

GENERAL NOTES (THIS SHEET):

- ABBREVIATIONS:
 TC: TOP OF CONCRETE
 TA: TOP OF ASPHALT
- ALL ELEVATIONS ARE TA (TOP OF ASPHALT) UNLESS NOTED OTHERWISE.
- SEE SIDEWALK DETAILS ON SHEET C-104 FOR SIDEWALK ELEVATIONS AND GRADING.
- FOR PEDESTRIAN RAMP ELEVATIONS AND GEOMETRY, SEE DETAIL
- CONNECT TO EXISTING WATER SERVICE ON 3RD AVENUE. INSTALL METER. FOR 1" WATER SERVICE INFORMATION, SEE DETAIL
- CONTRACTOR TO FIELD VERIFY EXISTING MATCH LOCATIONS
- CONTRACTOR TO FIELD VERIFY EXISTING ELEVATIONS



PARKING TABLE

TYPICAL PARKING STALL GOALS FOR PARKS OF THIS SIZE ARE 18-22 STALLS. WE ARE PROVIDING 20 STALLS ON THIS SITE.

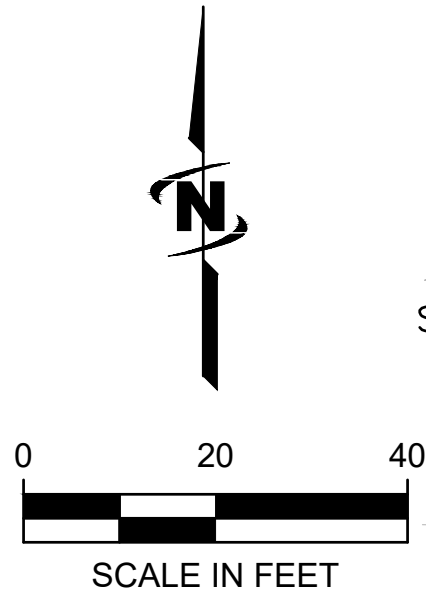
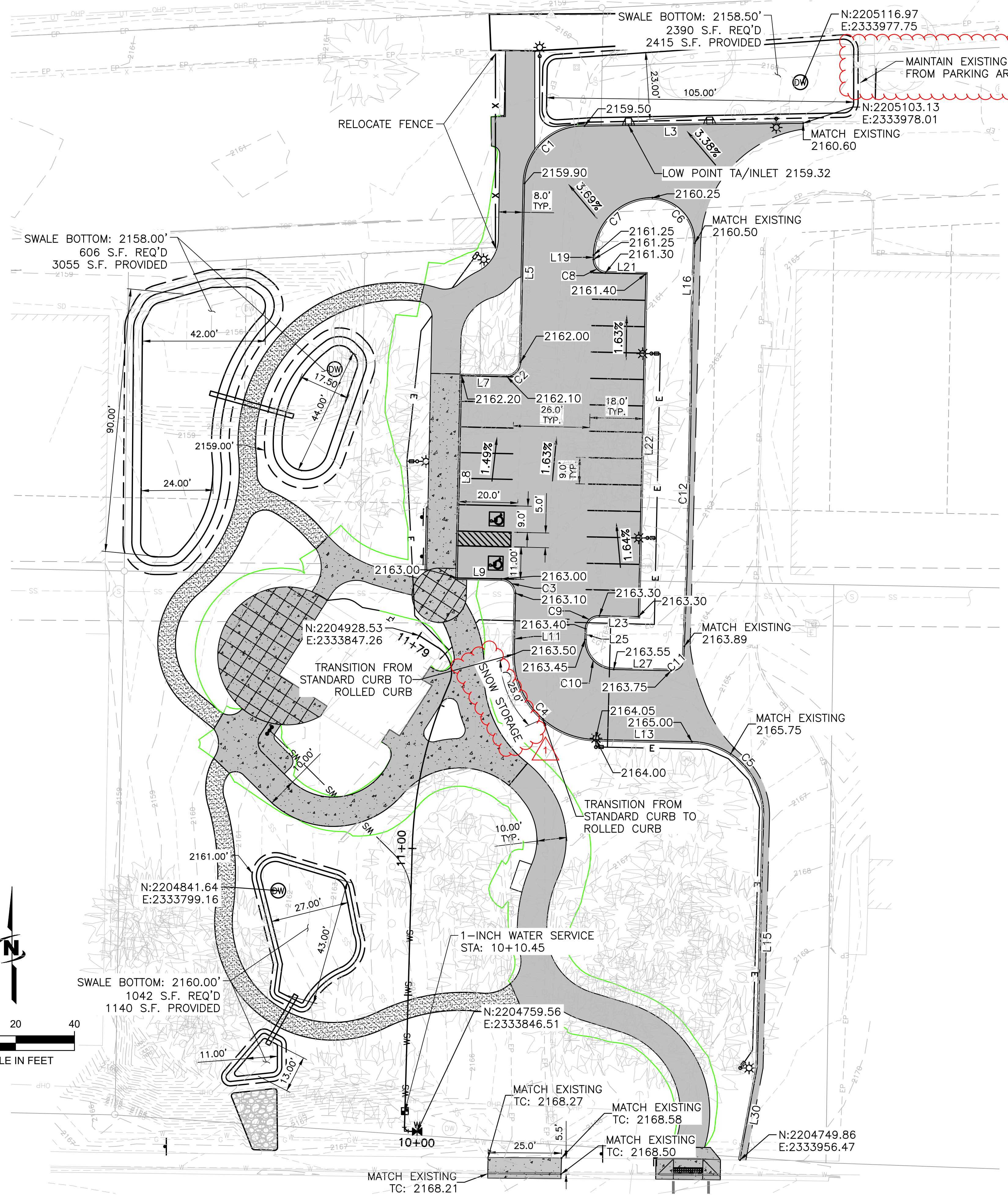
STANDARD STALLS	18
ADA STALLS	1
ADA VAN STALLS	1

Line Table

Line #	Length	Direction
L3	74.494	S89° 16' 04.86"W
L5	60.923	S01° 15' 13.20"W
L7	15.000	N88° 44' 46.80"W
L8	69.000	S01° 15' 13.20"W
L9	15.000	S88° 44' 46.80"E
L11	20.500	S01° 15' 13.20"W
L13	32.678	S88° 44' 46.80"E
L15	85.332	S01° 28' 41.78"W
L16	28.918	N01° 57' 27.73"E
L19	1.499	S01° 15' 13.20"W
L21	13.500	S88° 44' 46.80"E
L22	116.821	S01° 15' 13.20"W
L23	13.500	N88° 44' 46.80"W
L25	3.667	S01° 15' 13.20"W

Curve Table

Curve #	Length	Radius	Delta
C1	31.416	20.000	090.0000
C2	7.854	5.000	090.0000
C3	7.854	5.000	090.0000
C4	44.768	28.500	090.0000
C5	39.368	25.000	090.2246
C6	23.539	15.000	089.9129
C7	31.057	20.000	088.9726
C8	7.069	4.500	090.0000
C9	7.069	4.500	090.0000
C10	15.708	10.000	090.0000
C11	6.244	4.000	089.4378
C12	112.931	3025.196	002.1389



Plot Date: 3/20/2024 12:01 PM, Plotted By: Ramon Zender
 Date Created: 3/20/2024, JUB.COM\CENTRAL\Clients\ID\POST FALLS\CITY\PROJECTS\20-20-031-14 COMMUNITY GARDEN\DESIGN\CAD\SHETS\20-20-031_C-103.DWG

Line Table		
Line #	Length	Direction
L1	12.473	N73° 12' 40.07"W
L2	9.827	N23° 53' 02.60"W
L3	7.392	N46° 12' 02.68"W
L4	6.146	N30° 40' 58.03"E
L5	12.418	S73° 12' 40.07"E
L6	3.619	N33° 11' 06.34"E
L8	6.948	N45° 18' 35.62"W
L10	3.000	N44° 41' 24.38"E
L11	1.637	N57° 02' 38.65"W
L12	5.000	N33° 06' 50.22"E
L13	4.000	S57° 39' 38.24"E
L14	20.432	N32° 46' 20.26"E
L15	3.920	N60° 09' 52.06"W
L16	5.209	N33° 01' 15.22"E
L18	33.406	S00° 00' 00.00"E
L20	10.544	N32° 46' 20.26"E
L21	3.993	N32° 51' 48.21"E
L22	19.406	N56° 54' 40.95"W
L23	29.797	N32° 45' 05.04"E
L24	0.478	N32° 43' 04.10"E
L25	6.000	N88° 44' 46.80"W
L27	6.000	N01° 15' 13.20"E
L28	3.750	N88° 44' 46.80"W

Line #	Length	Direction
L29	3.736	N01° 15' 13.20"E
L30	2.595	S32° 56' 13.57"W
L31	2.945	N32° 52' 42.25"E
L33	6.000	N45° 04' 51.13"E
L37	86.367	N01° 14' 02.67"E
L39	6.004	N13° 58' 52.66"E
L47	28.612	N00° 57' 54.24"E
L49	9.963	N00° 42' 26.28"W
L51	4.887	N88° 59' 52.34"E
L53	22.542	N00° 00' 00.00"W
L54	10.002	S88° 57' 06.00"E

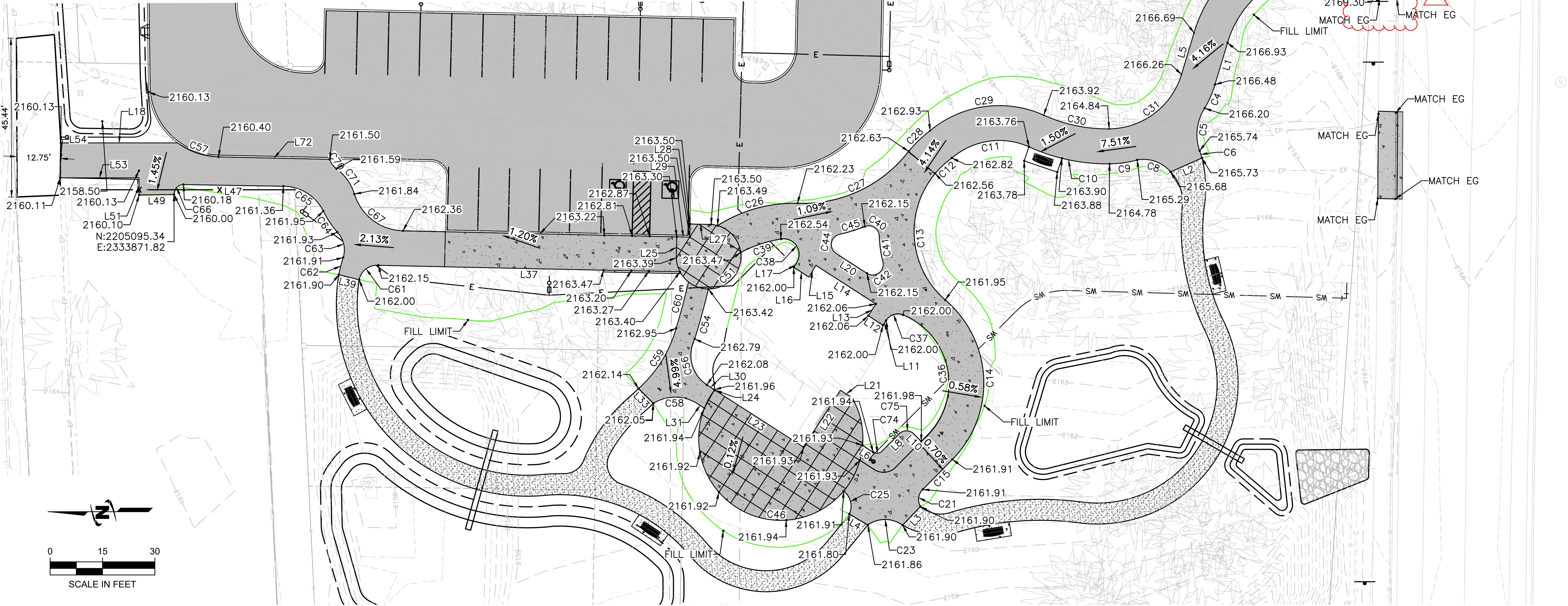
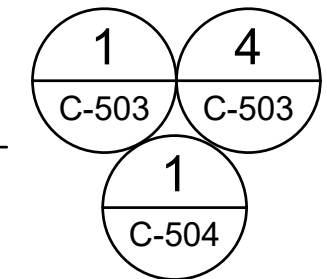
Curve Table			
Curve #	Length	Radius	Delta
C1	3.725	16.236	013.1454
C2	45.604	29.000	090.1005
C4	7.418	31.924	013.3144
C5	12.703	13.899	052.3682
C6	2.157	29.815	004.1449
C8	10.610	10.089	060.2547
C9	8.025	31.924	014.4031
C10	23.646	53.976	025.1010
C11	23.654	20.825	065.0806
C12	6.546	25.925	014.4681
C13	40.207	25.925	088.8602
C14	51.319	31.097	094.5559
C15	12.049	4139.779	000.1668
C21	5.323	4.000	076.2488
C23	10.631	8.547	071.2638
C25	7.289	5.369	077.7805
C26	24.121	40.532	034.0970
C27	36.491	38.142	054.8160
C28	8.540	36.295	013.4809
C29	34.641	30.947	064.1347
C30	19.266	43.976	025.1010
C31	27.760	21.924	072.5491
C33	62.124	38.989	091.2920
C36	43.985	21.245	118.6241

Curve Table			
Curve #	Length	Radius	Delta
C37	5.594	4.000	080.1315
C38	10.285	4.465	131.9858
C39	12.236	37.693	018.6000
C40	5.739	3.000	109.6152
C41	7.541	35.925	012.0274
C42	7.161	3.000	136.7672
C44	7.057	2.999	134.8051
C45	7.620	48.032	009.0901
C46	100.788	23.500	245.7329
C51	42.602	9.254	263.7687
C54	14.820	190.894	004.4481
C56	14.888	10.193	083.6880
C58	12.749	11.888	061.4464
C59	20.616	36.241	032.5939
C60	13.700	198.726	003.9498
C61	7.526	5.168	083.4305
C62	5.033	45.910	006.2814
C63	7.832	7.356	060.9962
C64	7.244	28.061	014.7910
C65	14.184	12.788	063.5497
C66	4.382	2.716	092.4448
C70	3.363	5.476	035.1834
C71	9.052	14.320	036.2165
C74	2.740	2.000	078.4950

Curve Table			
Curve #	Length	Radius	Delta
C75	4.712	3.000	090.0000

GENERAL NOTES (THIS SHEET):

- ABBREVIATIONS:
TC: TOP OF CONCRETE
TA: TOP OF ASPHALT
- ALL ELEVATIONS ARE TC (TOP OF CONCRETE) UNLESS NOTED OTHERWISE.
- SEE SIDEWALK DETAILS ON SHEET C-104 FOR SIDEWALK ELEVATIONS AND GRADING.
- FOR PEDESTRIAN RAMPS ELEVATIONS AND GEOMETRY, SEE DETAIL
- CONTRACTOR TO FIELD VERIFY EXISTING MATCH LOCATIONS AND ELEVATIONS.



JUB
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7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PROFESSIONAL ENGINEER
19078
RAMON L. ZENDER
3-20-24

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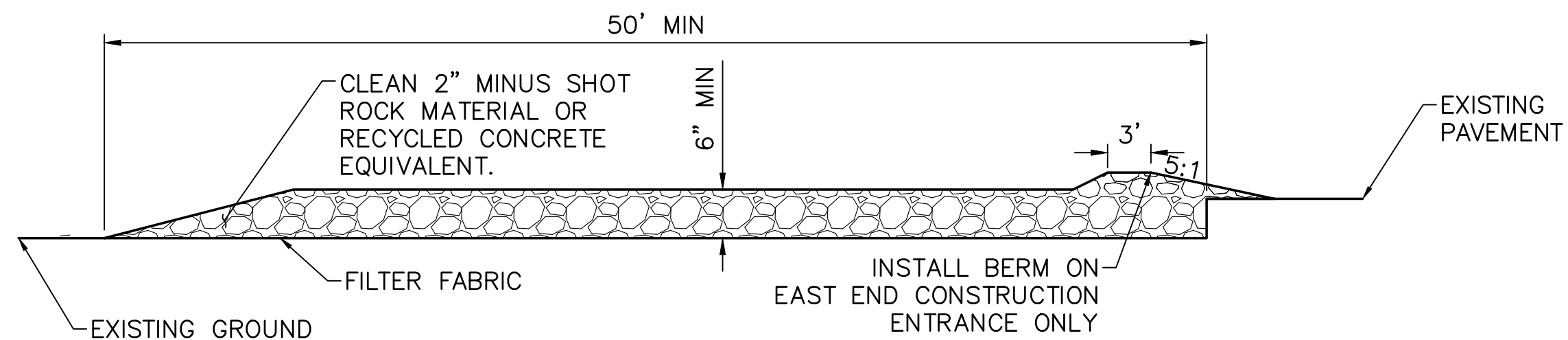
NO.	REVISION	DATE
1	UPDATES FROM ENGR REVIEW	

POST FALLS COMMUNITY GARDEN
CITY OF POST FALLS

SIDEWALK DETAILS

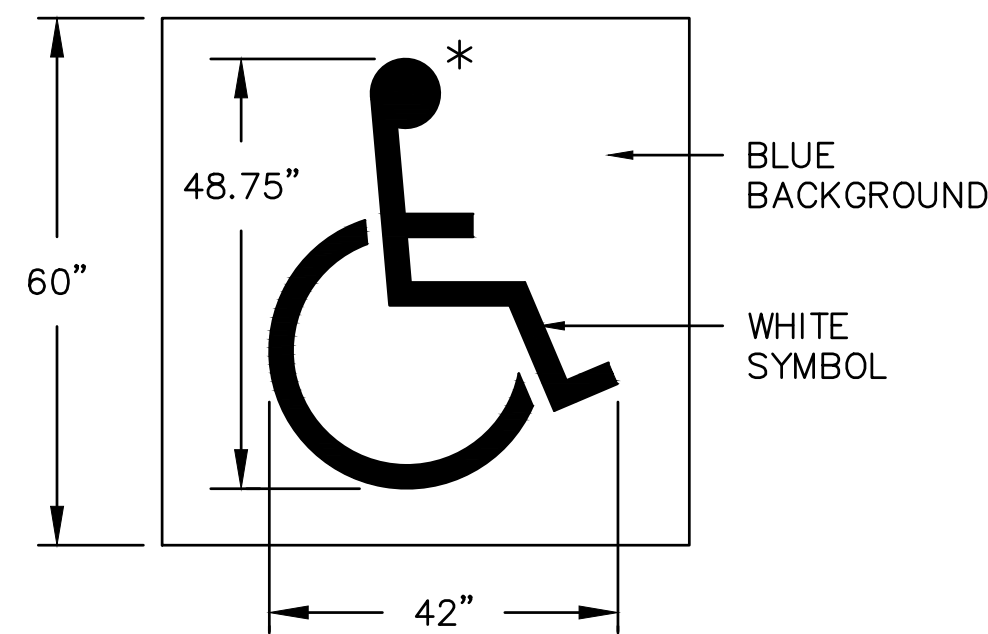
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JUB PROJ #: 20-20-031
DRAWN BY: BPRR
DESIGN BY: RLZ
CHECKED BY: AKC
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/20/2024
DRAWING:
C-104
SHEET: 9 OF 13

Plot Date: 3/20/2024 1:02:09 PM, Plotted By: Ramon Zender
 Date Created: 3/20/2024, JUB.COM\CENTRAL\CLIENTS\POST FALLS\CITY PROJECTS\20-20-031-C-104.DWG



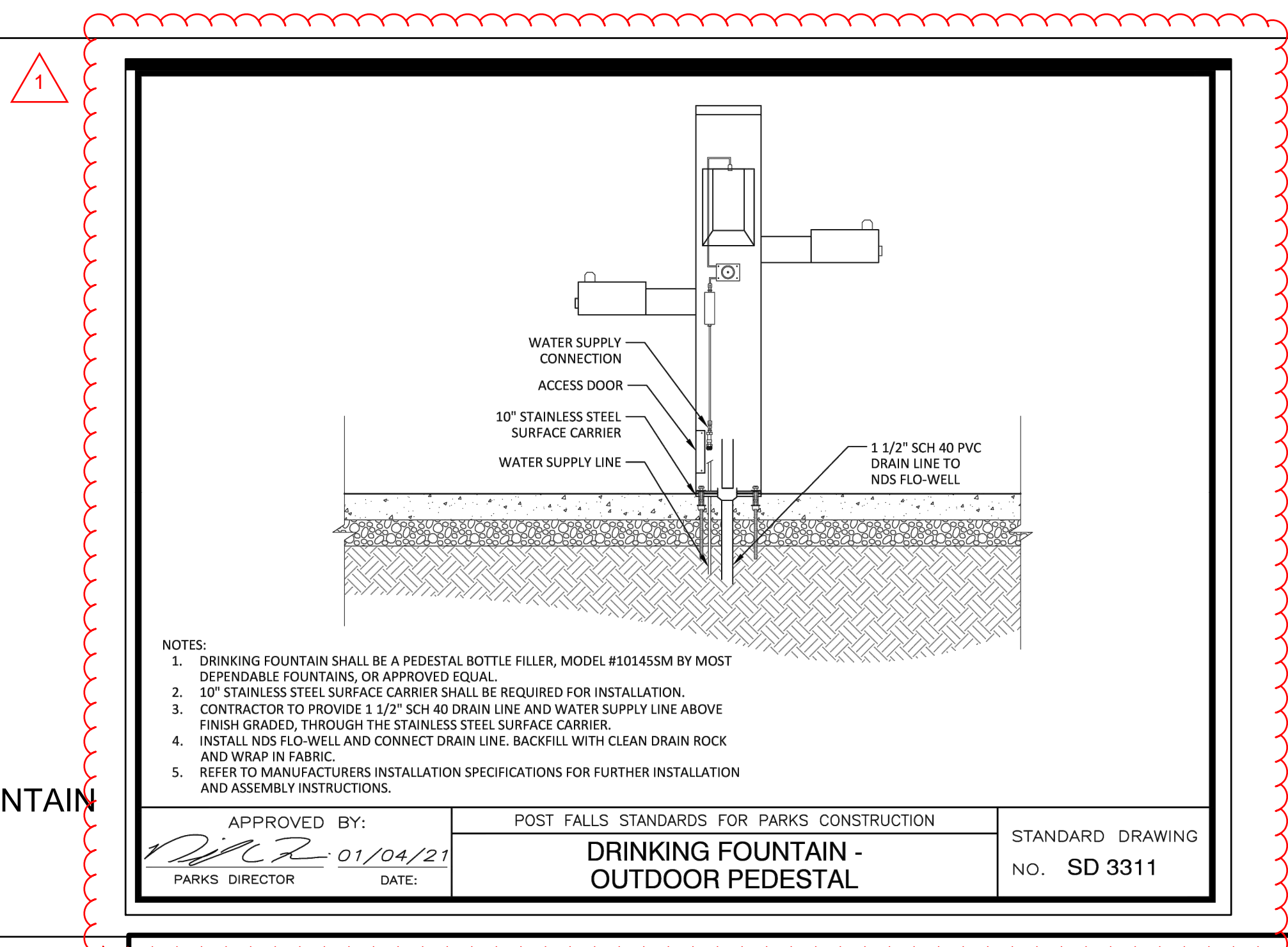
- NOTE:
1. INSTALL ALONG ENTIRE ENTRANCE.
 2. MAINTAIN THE ENTRANCE IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT OFFSITE.
 3. INSPECT AND MAINTAIN WEEKLY AND AFTER EACH RAINFALL FOR GRAVEL LOSS OR SEDIMENT BUILDUP.
 4. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

1 STABILIZED CONSTRUCTION ENTRANCE
SCALE: N.T.S.



- NOTES:
1. 60"x60" BLUE BACKGROUND. BLUE SHALL BE IN ACCORDANCE WITH MUTCD/FEDERAL SPECIFICATIONS
 2. 42"x48.75" SYMBOL OF ACCESSIBILITY SHALL BE WHITE

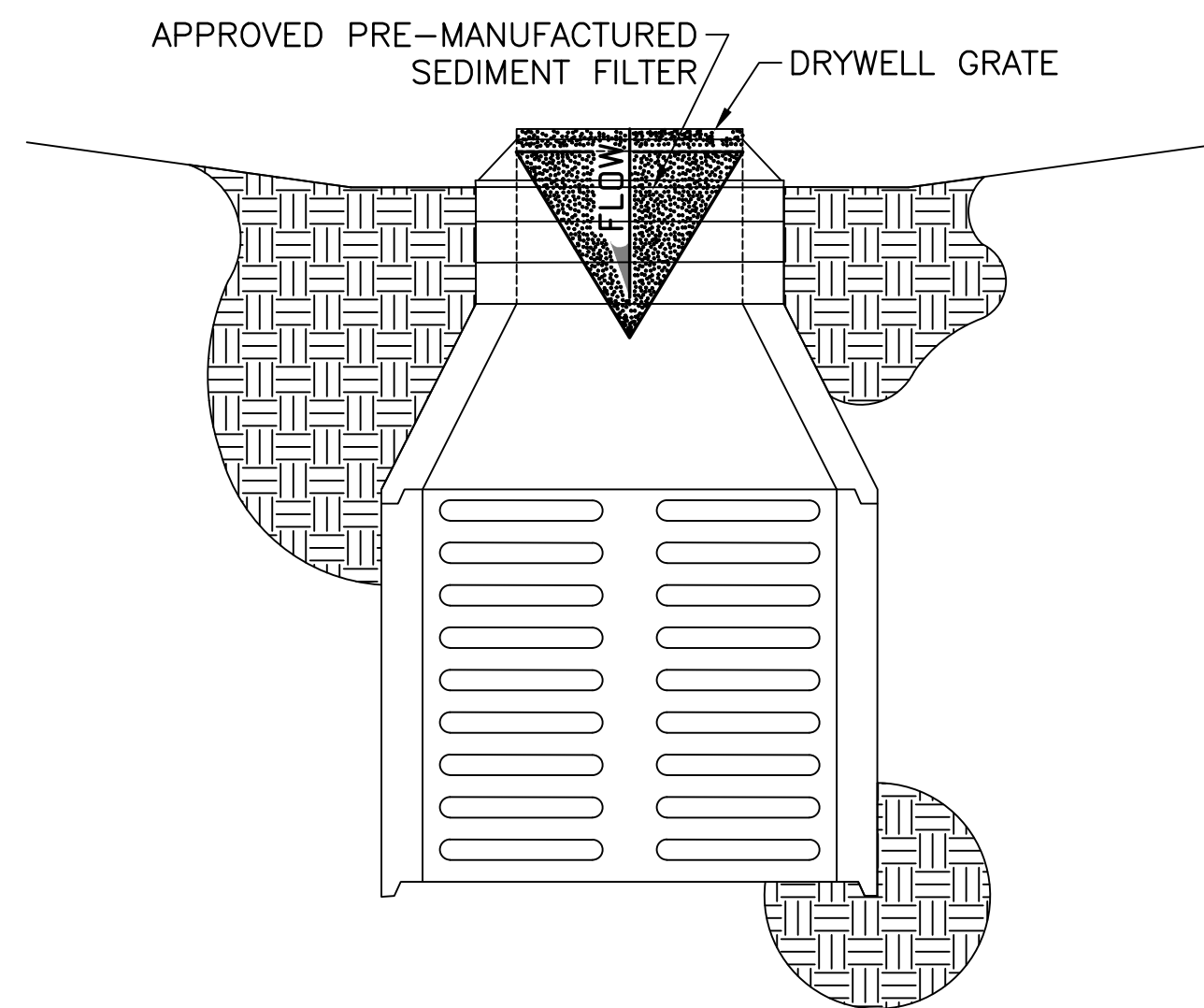
2 PAINTED ACCESSIBLE PARKING SYMBOL
SCALE: N.T.S.



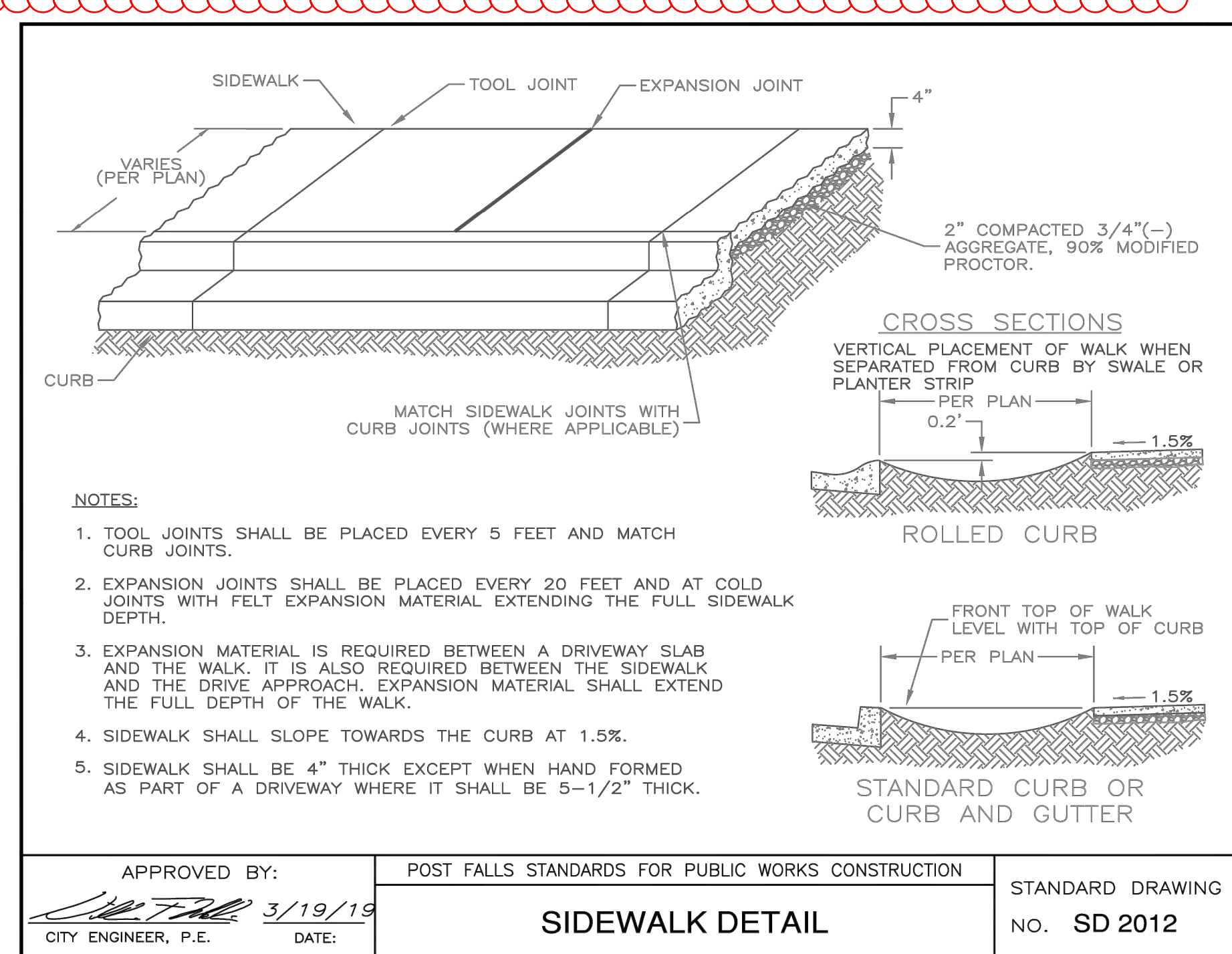
- NOTES:
1. DRINKING FOUNTAIN SHALL BE A PEDESTAL BOTTLE FILLER, MODEL #101455M BY MOST DEPENDABLE FOUNTAINS, OR APPROVED EQUAL.
 2. 10" STAINLESS STEEL SURFACE CARRIER SHALL BE REQUIRED FOR INSTALLATION.
 3. CONTRACTOR TO PROVIDE 1 1/2" SCH 40 DRAIN LINE AND WATER SUPPLY LINE ABOVE FINISH GRADED, THROUGH THE STAINLESS STEEL SURFACE CARRIER.
 4. INSTALL NDS FLO-WELL AND CONNECT DRAIN LINE. BACKFILL WITH CLEAN DRAIN ROCK AND WRAP IN FABRIC.
 5. REFER TO MANUFACTURERS INSTALLATION SPECIFICATIONS FOR FURTHER INSTALLATION AND ASSEMBLY INSTRUCTIONS.

APPROVED BY: <i>[Signature]</i>	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING
PARKS DIRECTOR	DATE: 01/04/21	NO. SD 3311
DRINKING FOUNTAIN - OUTDOOR PEDESTAL		

3 DRINKING FOUNTAIN
SCALE: N.T.S.



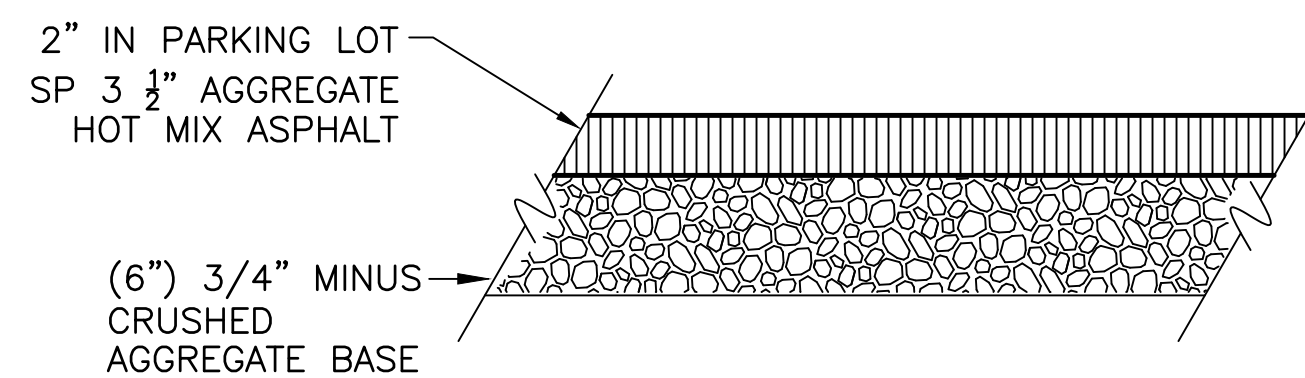
4 INLET PROTECTION
SCALE: N.T.S.



- NOTES:
1. TOOL JOINTS SHALL BE PLACED EVERY 5 FEET AND MATCH CURB JOINTS.
 2. EXPANSION JOINTS SHALL BE PLACED EVERY 20 FEET AND AT COLD JOINTS WITH FELT EXPANSION MATERIAL EXTENDING THE FULL SIDEWALK DEPTH.
 3. EXPANSION MATERIAL IS REQUIRED BETWEEN A DRIVEWAY SLAB AND THE WALK. IT IS ALSO REQUIRED BETWEEN THE SIDEWALK AND THE DRIVE APPROACH. EXPANSION MATERIAL SHALL EXTEND THE FULL DEPTH OF THE WALK.
 4. SIDEWALK SHALL SLOPE TOWARDS THE CURB AT 1.5%.
 5. SIDEWALK SHALL BE 4" THICK EXCEPT WHEN HAND FORMED AS PART OF A DRIVEWAY WHERE IT SHALL BE 5-1/2" THICK.

APPROVED BY: <i>[Signature]</i>	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E.	DATE: 3/19/19	NO. SD 2012
SIDEWALK DETAIL		

5 SIDEWALK DETAIL
SCALE: N.T.S.



- NOTES:
- SEE GENERAL NOTES SHEET FOR MATERIAL AND COMPACTION REQUIREMENTS.

6 PAVEMENT SECTION - PARKING LOT
SCALE: N.T.S.



J-U-B ENGINEERS, INC.

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NO.	REVISION	DESCRIPTION	BY
1	UPDATES FROM ENGR REVIEW		
			DATE

POST FALLS COMMUNITY GARDEN
CITY OF POST FALLS
CIVIL DETAILS

FILE: 20-20-031_C-501
JUB PROJ. #: 20-20-031
DRAWN BY: BPHR
DESIGN BY: RLZ
CHECKED BY: AKC



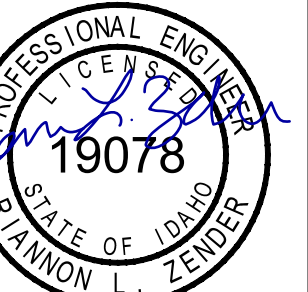
Know what's below.
Call before you dig.

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY

LAST UPDATED: 3/19/2024

SHEET NUMBER:

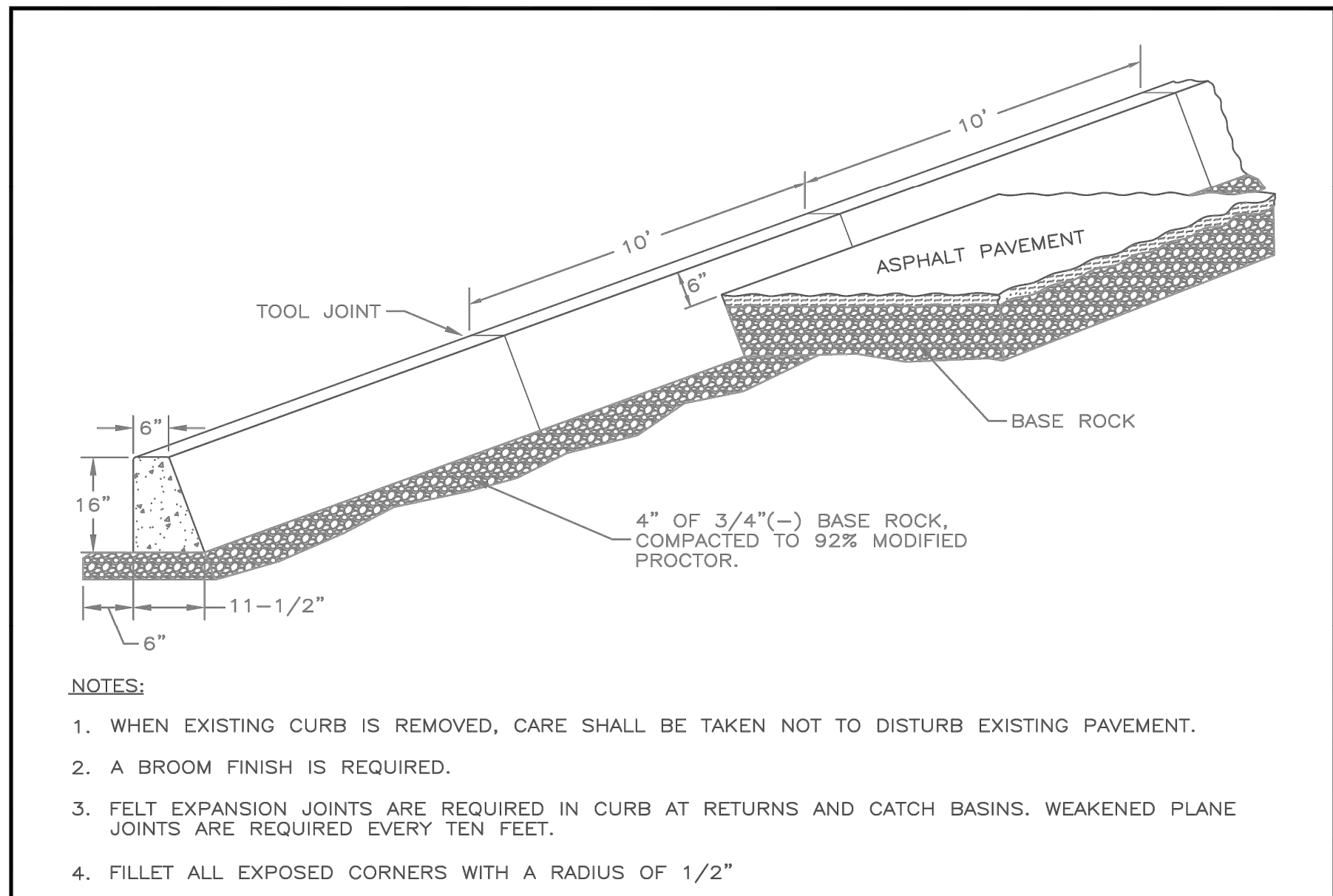
C-501



3-20-24

REUSE OF DRAWINGS
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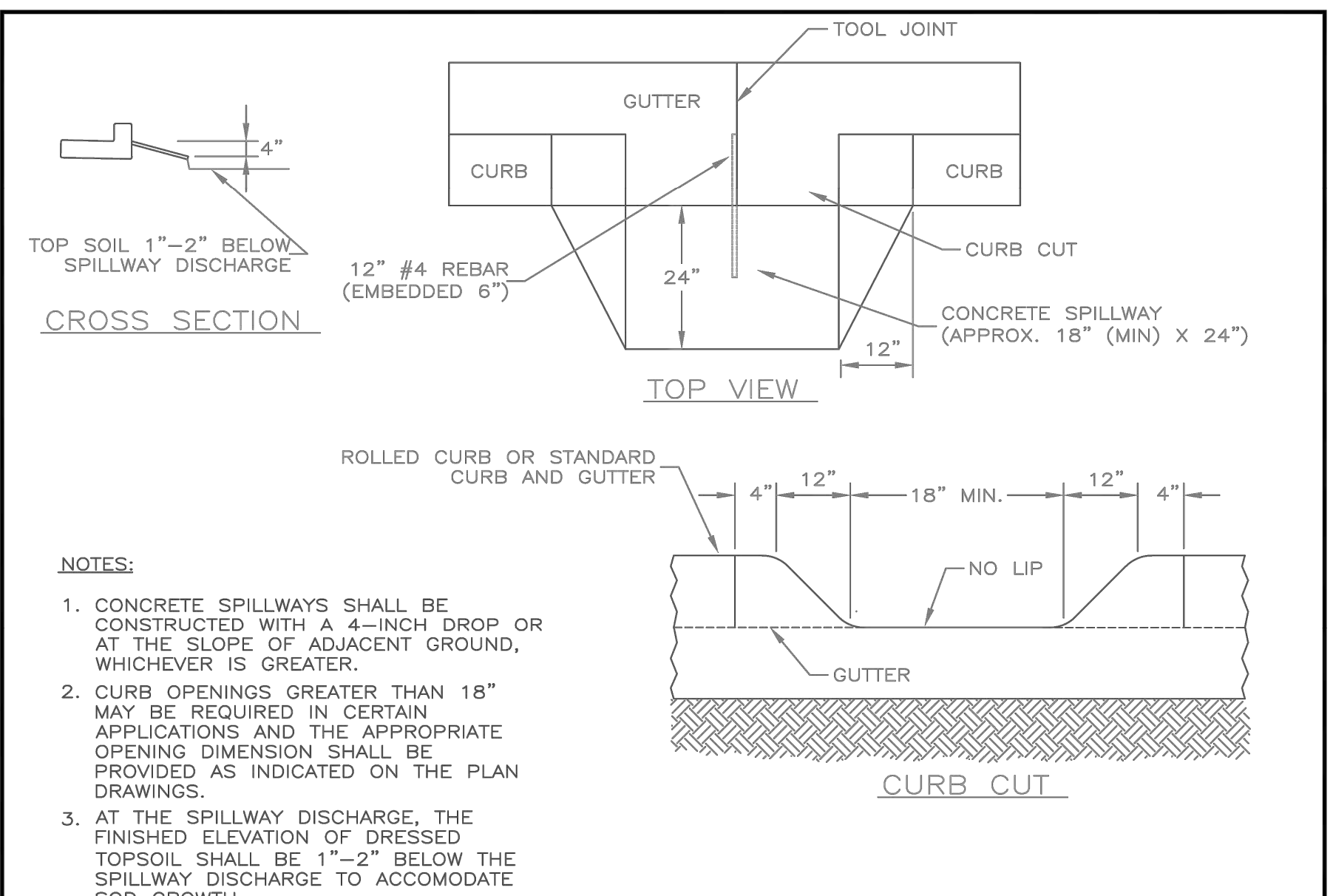
NO.	REVISION	DESCRIPTION	DATE



- NOTES:**
1. WHEN EXISTING CURB IS REMOVED, CARE SHALL BE TAKEN NOT TO DISTURB EXISTING PAVEMENT.
 2. A BROOM FINISH IS REQUIRED.
 3. FELT EXPANSION JOINTS ARE REQUIRED IN CURB AT RETURNS AND CATCH BASINS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY TEN FEET.
 4. FILLET ALL EXPOSED CORNERS WITH A RADIUS OF 1/2"

APPROVED BY: CITY ENGINEER, P.E.	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION STANDARD STRAIGHT CURB	STANDARD DRAWING NO. SD 2009
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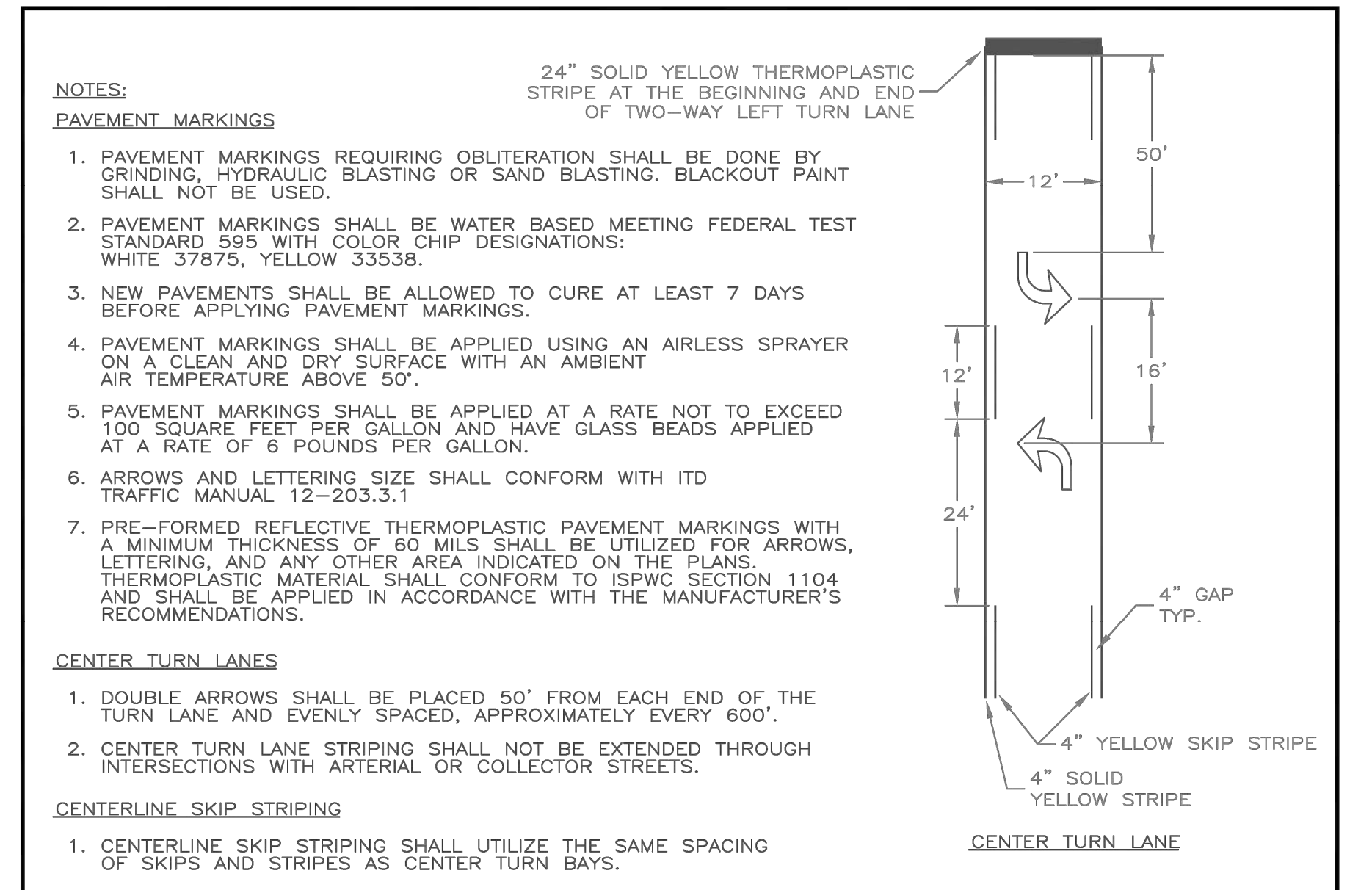
1 STANDARD STRAIGHT CURB
SCALE: N.T.S.



- NOTES:**
1. CONCRETE SPILLWAYS SHALL BE CONSTRUCTED WITH A 4-INCH DROP OR AT THE SLOPE OF ADJACENT GROUND, WHICHEVER IS GREATER.
 2. CURB OPENINGS GREATER THAN 18" MAY BE REQUIRED IN CERTAIN APPLICATIONS AND THE APPROPRIATE OPENING DIMENSION SHALL BE PROVIDED AS INDICATED ON THE PLAN DRAWINGS.
 3. AT THE SPILLWAY DISCHARGE, THE FINISHED ELEVATION OF DRESSED TOPSOIL SHALL BE 1"-2" BELOW THE SPILLWAY DISCHARGE TO ACCOMMODATE SOD GROWTH.

APPROVED BY: CITY ENGINEER, P.E.	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION DRAINAGE CURB CUT	STANDARD DRAWING NO. SD 603
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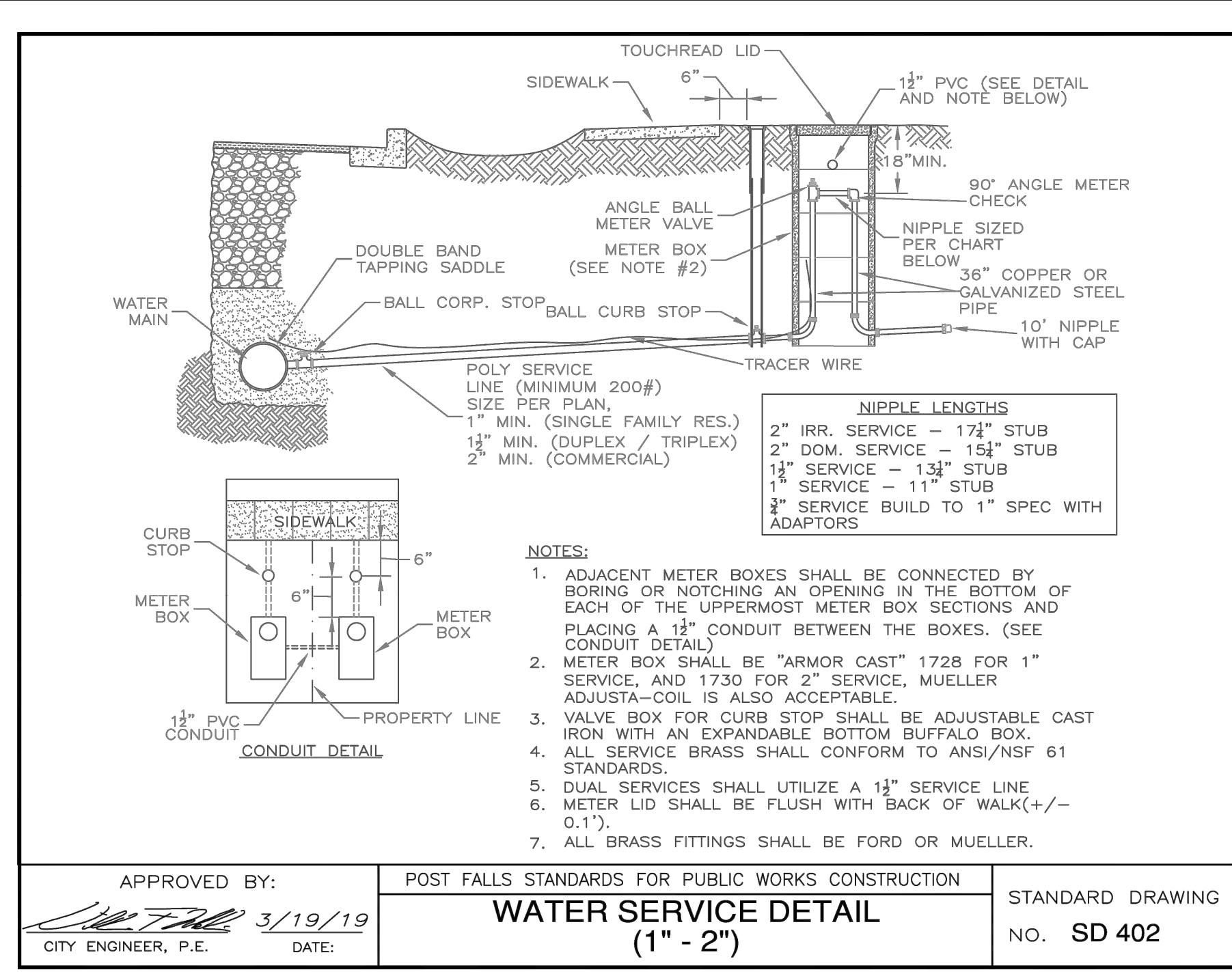
2 DRAINAGE CURB CUT
SCALE: N.T.S.



- NOTES:**
1. PAVEMENT MARKINGS REQUIRING OBLITERATION SHALL BE DONE BY GRINDING, HYDRAULIC BLASTING OR SAND BLASTING. BLACKOUT PAINT SHALL NOT BE USED.
 2. PAVEMENT MARKINGS SHALL BE WATER BASED MEETING FEDERAL TEST STANDARD 595 WITH COLOR CHIP DESIGNATIONS: WHITE 37875, YELLOW 33538.
 3. NEW PAVEMENTS SHALL BE ALLOWED TO CURE AT LEAST 7 DAYS BEFORE APPLYING PAVEMENT MARKINGS.
 4. PAVEMENT MARKINGS SHALL BE APPLIED USING AN AIRLESS SPRAYER ON A CLEAN AND DRY SURFACE WITH AN AMBIENT AIR TEMPERATURE ABOVE 50°.
 5. PAVEMENT MARKINGS SHALL BE APPLIED AT A RATE NOT TO EXCEED 100 SQUARE FEET PER GALLON AND HAVE GLASS BEADS APPLIED AT A RATE OF 6 POUNDS PER GALLON.
 6. ARROWS AND LETTERING SIZE SHALL CONFORM WITH ITS TRAFFIC MANUAL 12-203.3.1
 7. PRE-FORMED REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS WITH A MINIMUM THICKNESS OF 60 MILS SHALL BE UTILIZED FOR ARROWS, LETTERING, AND ANY OTHER AREA INDICATED ON THE PLANS. THERMOPLASTIC MATERIAL SHALL CONFORM TO ISPPC SECTION 1104 AND SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

APPROVED BY: CITY ENGINEER, P.E.	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION PAVEMENT MARKINGS	STANDARD DRAWING NO. SD 2019
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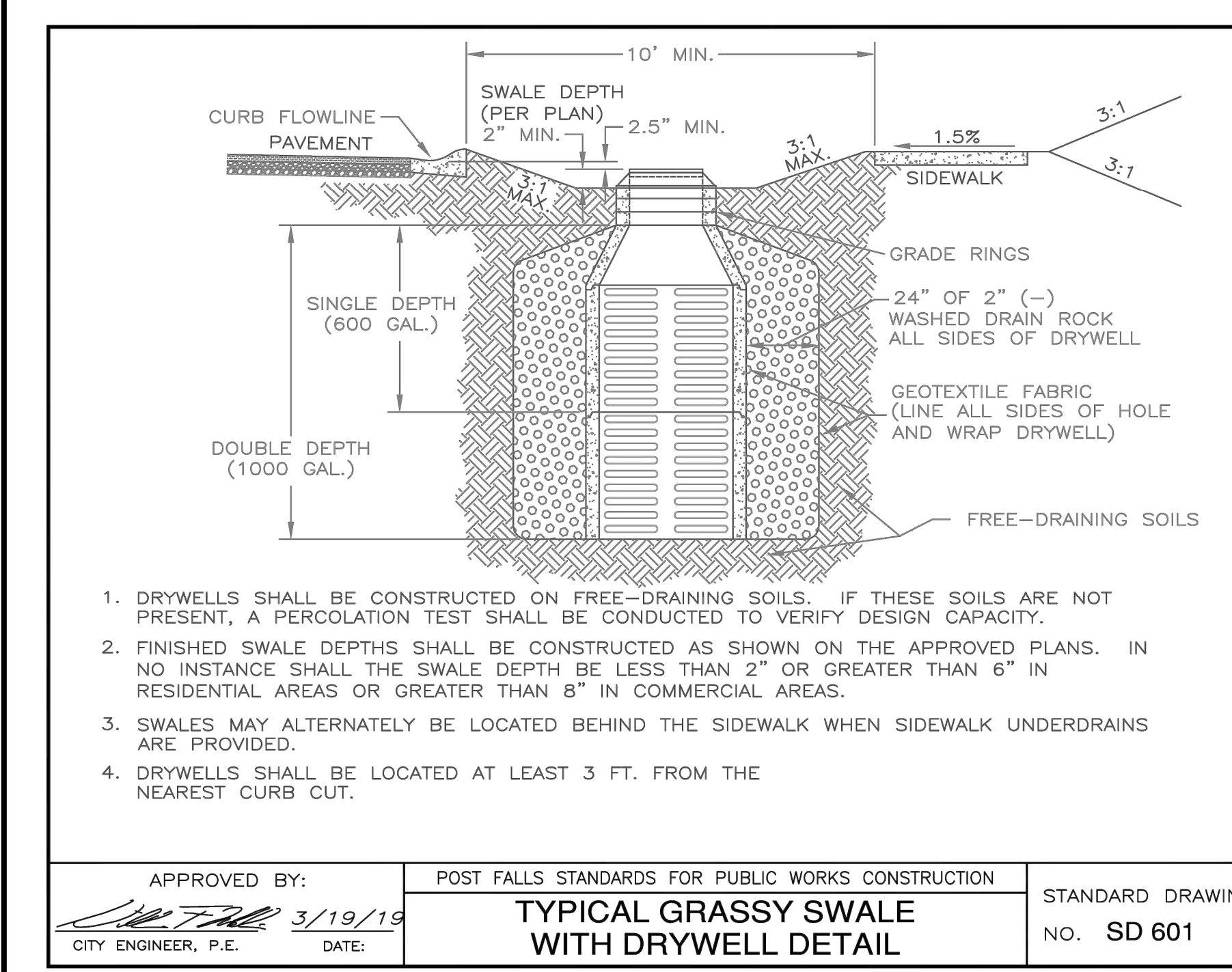
3 PAVEMENT MARKINGS
SCALE: N.T.S.



- NOTES:**
1. ADJACENT METER BOXES SHALL BE CONNECTED BY BORING OR NOTCHING AN OPENING IN THE BOTTOM OF EACH OF THE UPPERMOST METER BOX SECTIONS AND PLACING A 1 1/2" CONDUIT BETWEEN THE BOXES. (SEE CONDUIT DETAIL)
 2. METER BOX SHALL BE "ARMOR CAST" 1728 FOR 1" SERVICE, AND 1730 FOR 2" SERVICE, MUELLER ADJUST-A-COIL IS ALSO ACCEPTABLE.
 3. VALVE BOX FOR CURB STOP SHALL BE ADJUSTABLE CAST IRON WITH AN EXPANDABLE BOTTOM BUFFALO BOX.
 4. ALL SERVICE BRASS SHALL CONFORM TO ANSI/NSF 61 STANDARDS.
 5. DUAL SERVICES SHALL UTILIZE A 1 1/2" SERVICE LINE.
 6. METER LID SHALL BE FLUSH WITH BACK OF WALK (+/- 0.1").
 7. ALL BRASS FITTINGS SHALL BE FORD OR MUELLER.

APPROVED BY: CITY ENGINEER, P.E.	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION WATER SERVICE DETAIL (1" - 2")	STANDARD DRAWING NO. SD 402
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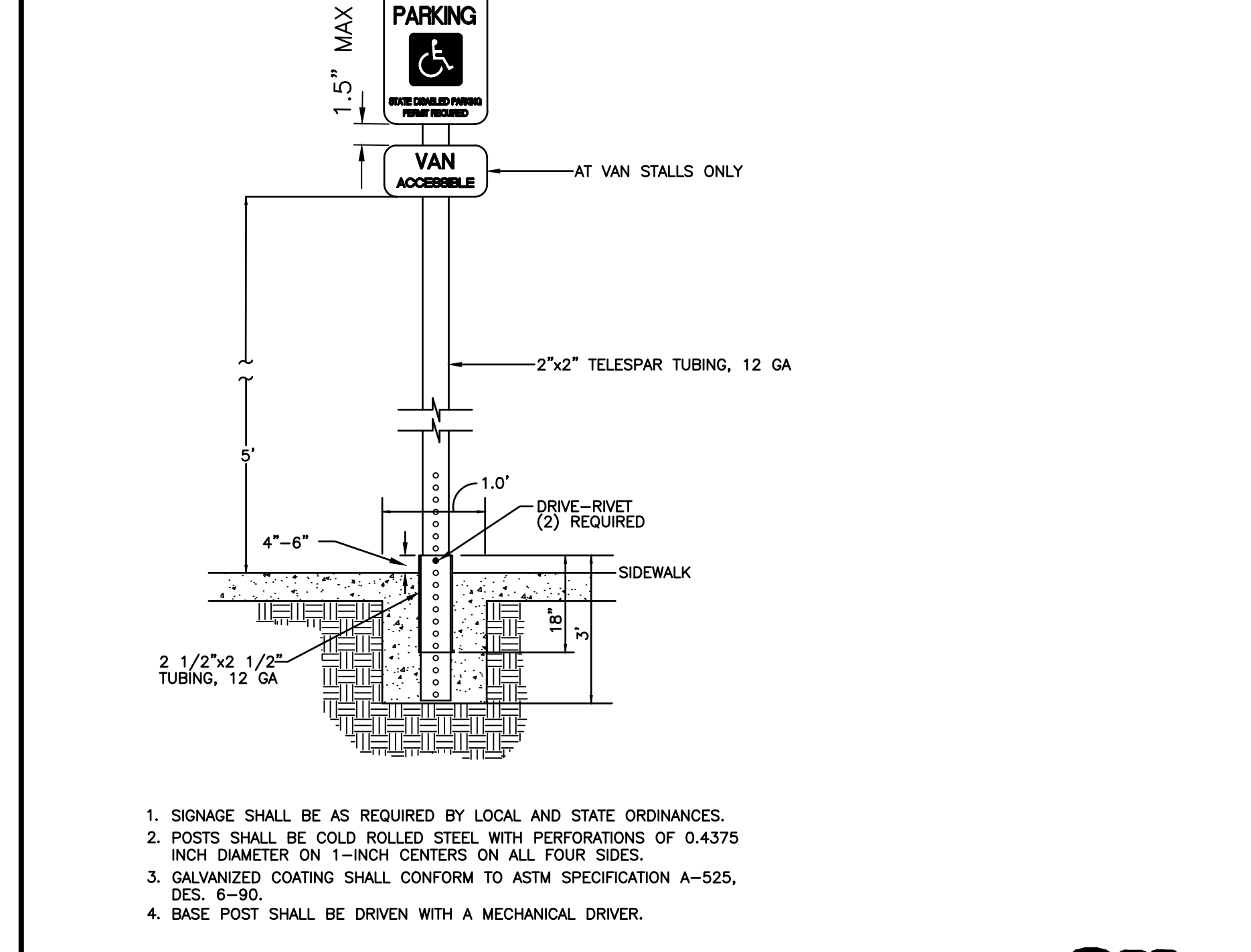
4 WATER SERVICE DETAIL
SCALE: N.T.S.



1. DRYWELLS SHALL BE CONSTRUCTED ON FREE-DRAINING SOILS. IF THESE SOILS ARE NOT PRESENT, A PERCOLATION TEST SHALL BE CONDUCTED TO VERIFY DESIGN CAPACITY.
2. FINISHED SWALE DEPTHS SHALL BE CONSTRUCTED AS SHOWN ON THE APPROVED PLANS. IN NO INSTANCE SHALL THE SWALE DEPTH BE LESS THAN 2" OR GREATER THAN 6" IN RESIDENTIAL AREAS OR GREATER THAN 8" IN COMMERCIAL AREAS.
3. SWALES MAY ALTERNATELY BE LOCATED BEHIND THE SIDEWALK WHEN SIDEWALK UNDERDRAINS ARE PROVIDED.
4. DRYWELLS SHALL BE LOCATED AT LEAST 3 FT. FROM THE NEAREST CURB CUT.

APPROVED BY: CITY ENGINEER, P.E.	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION TYPICAL GRASSY SWALE WITH DRYWELL DETAIL	STANDARD DRAWING NO. SD 601
---	---	--------------------------------

5 TYPICAL GRASSY SWALE WITH DRYWELL
SCALE: N.T.S.



1. SIGNAGE SHALL BE AS REQUIRED BY LOCAL AND STATE ORDINANCES.
2. POSTS SHALL BE COLD ROLLED STEEL WITH PERFORATIONS OF 0.4375 INCH DIAMETER ON 1-INCH CENTERS ON ALL FOUR SIDES.
3. GALVANIZED COATING SHALL CONFORM TO ASTM SPECIFICATION A-525, DES. 6-90.
4. BASE POST SHALL BE DRIVEN WITH A MECHANICAL DRIVER.

6 ACCESSIBLE PARKING SIGN
SCALE: N.T.S.

POST FALLS COMMUNITY GARDEN
CITY OF POST FALLS

CIVIL DETAILS

FILE: 20-20-031_C-50X
JUB PROJ. #: 20-20-031
DRAWN BY: BPHR
DESIGN BY: RLZ
CHECKED BY: AKC

AT FULL SIZE, IF NOT ONE INCH SCALE, ACCORDINGLY

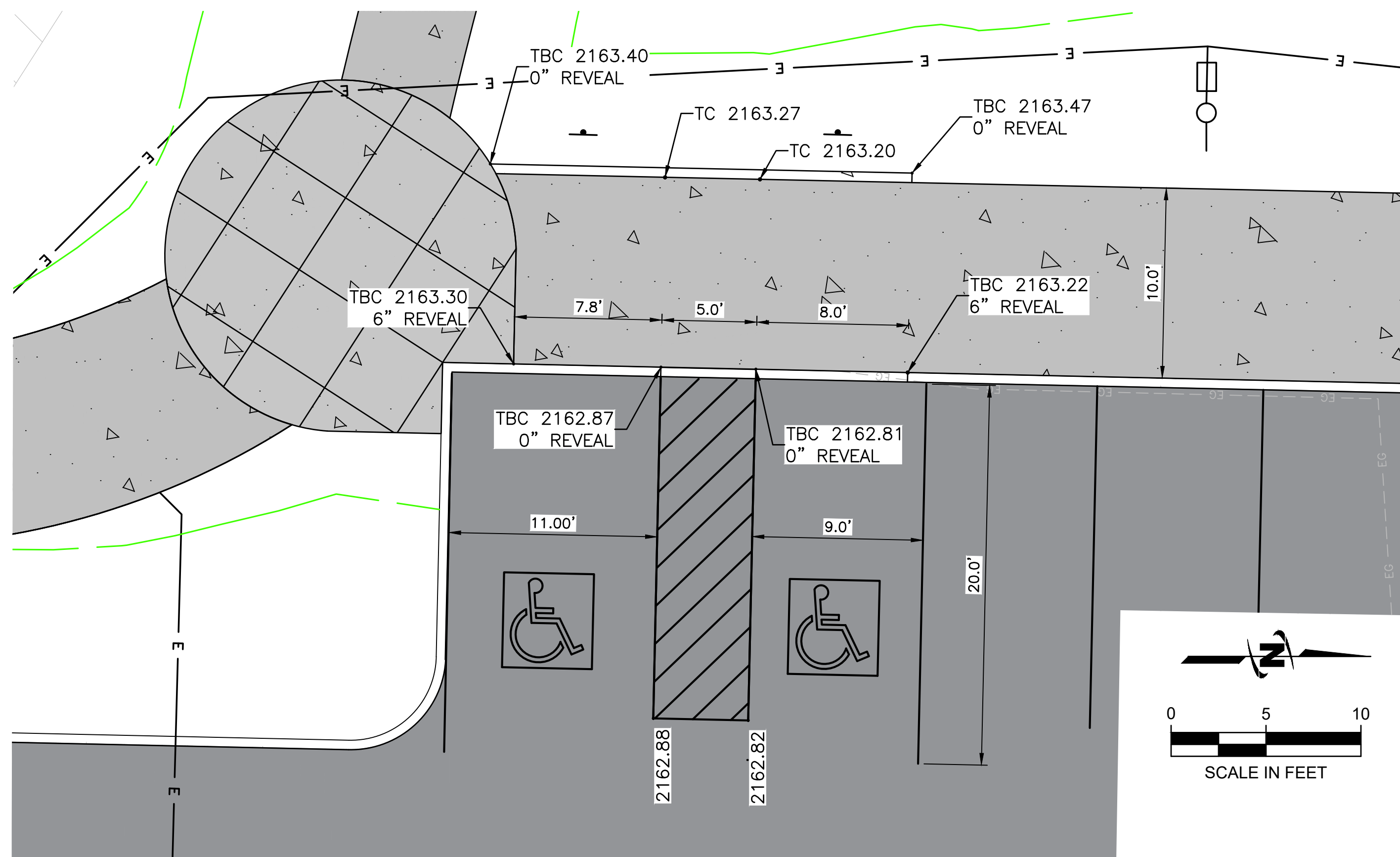
LAST UPDATED: 3/19/2024

SHEET NUMBER:

C-502

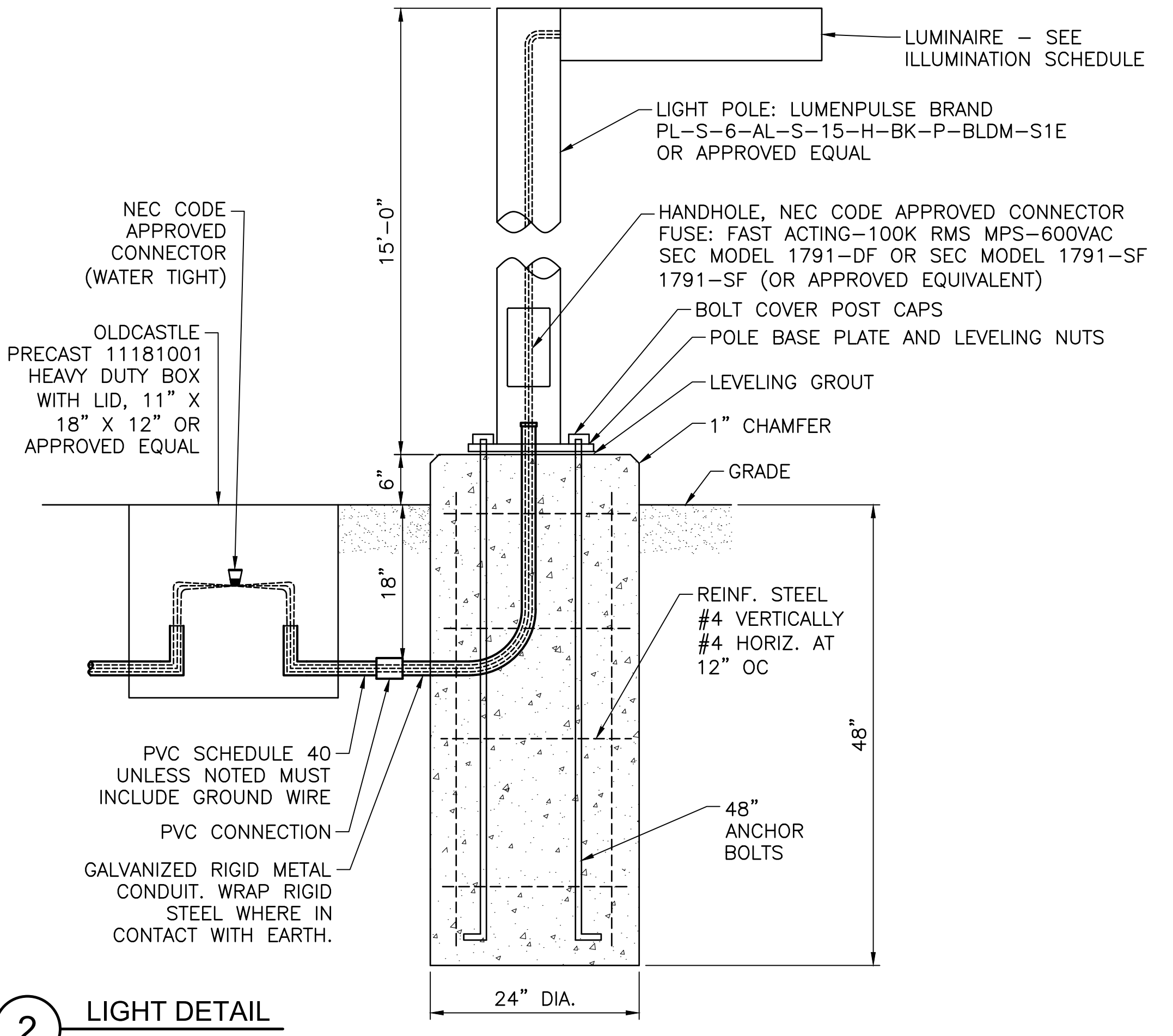


Know what's below.
Call before you dig.

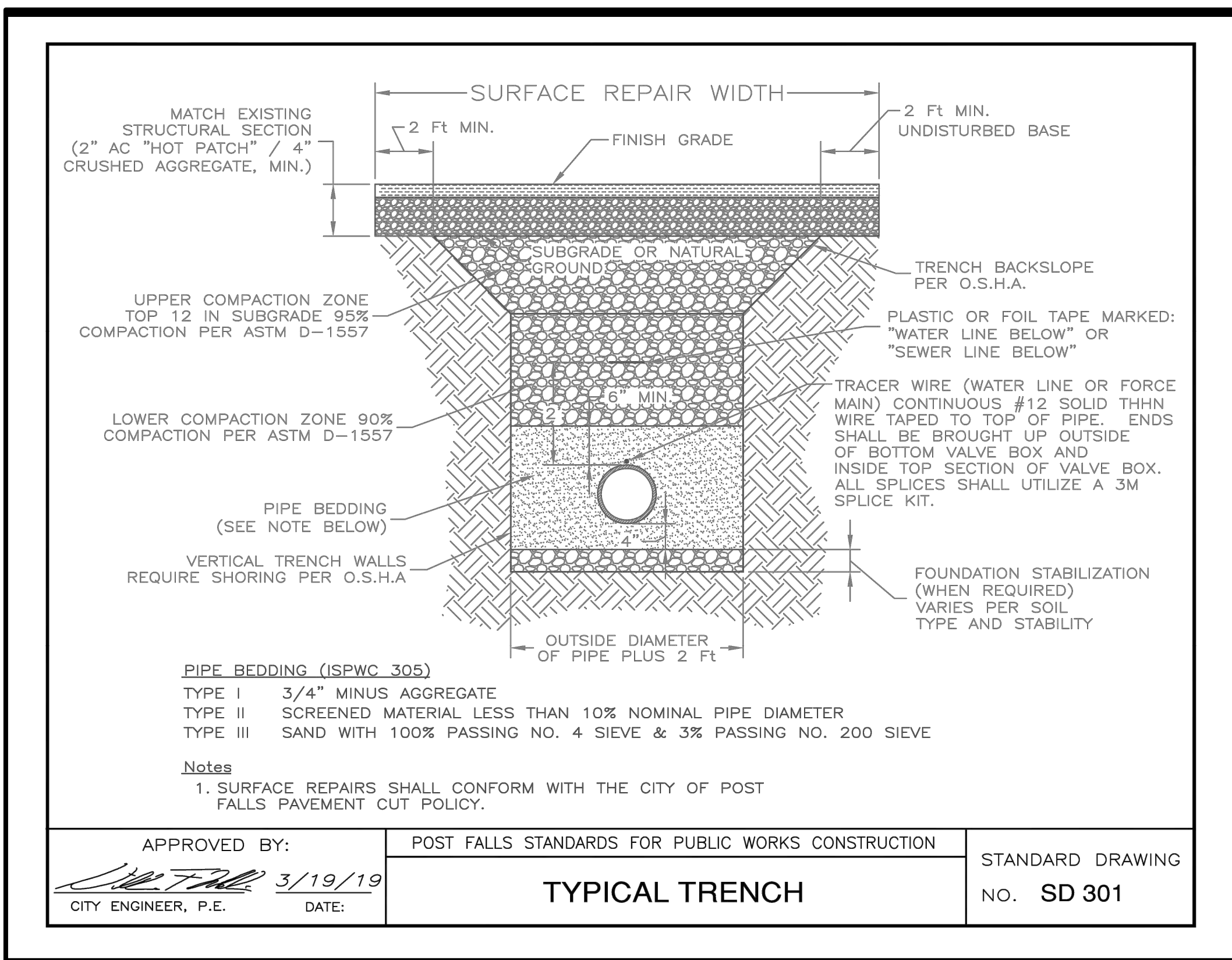


- NOTES:
1. TACTILE WARNING SURFACE TO BE CAST IRON UNIT AS MANUFACTURED BY ADVANTAGE CAST IRON OR TOUGH TILE. UNIT TO BE INSTALLED PER MANUFACTURES RECOMMENDATIONS.
 2. TACTILE WARNING SURFACE TO BE 24" MIN IN DIRECTION OF TRAVEL.
 3. ALL WORK SHALL COMPLY WITH THE ACCESS BOARD GUIDELINES FOR PUBLIC RIGHTS-OF-WAY (SECTION R304). NO WORK OUTSIDE THE DESIGN TOLERANCES, LISTED IN SAID GUIDELINES WILL BE ACCEPTED. MINIMUM AND MAXIMUM VALUES ARE ABSOLUTE.

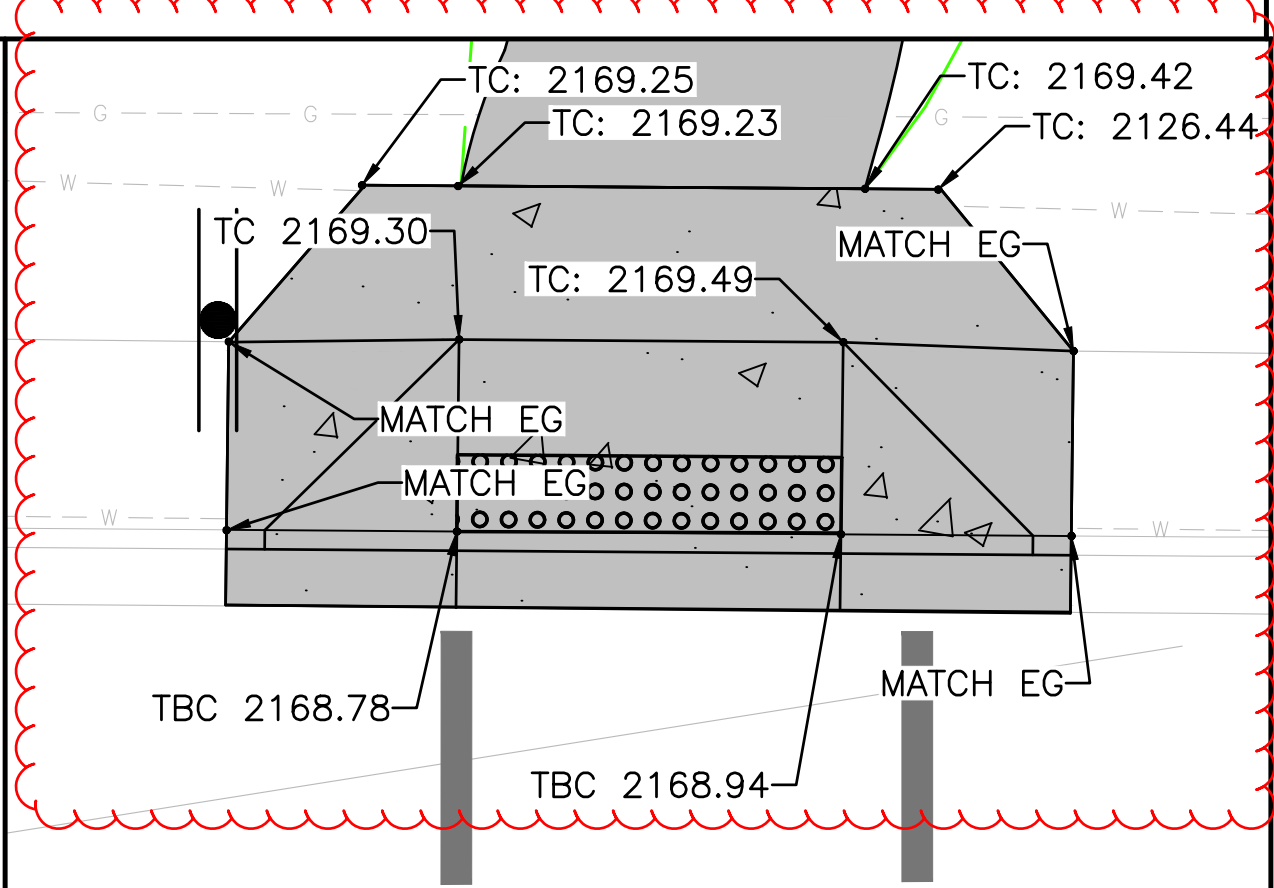
1 CUSTOM PEDESTRIAN RAMP
SCALE: N.T.S.



2 LIGHT DETAIL
SCALE: N.T.S.

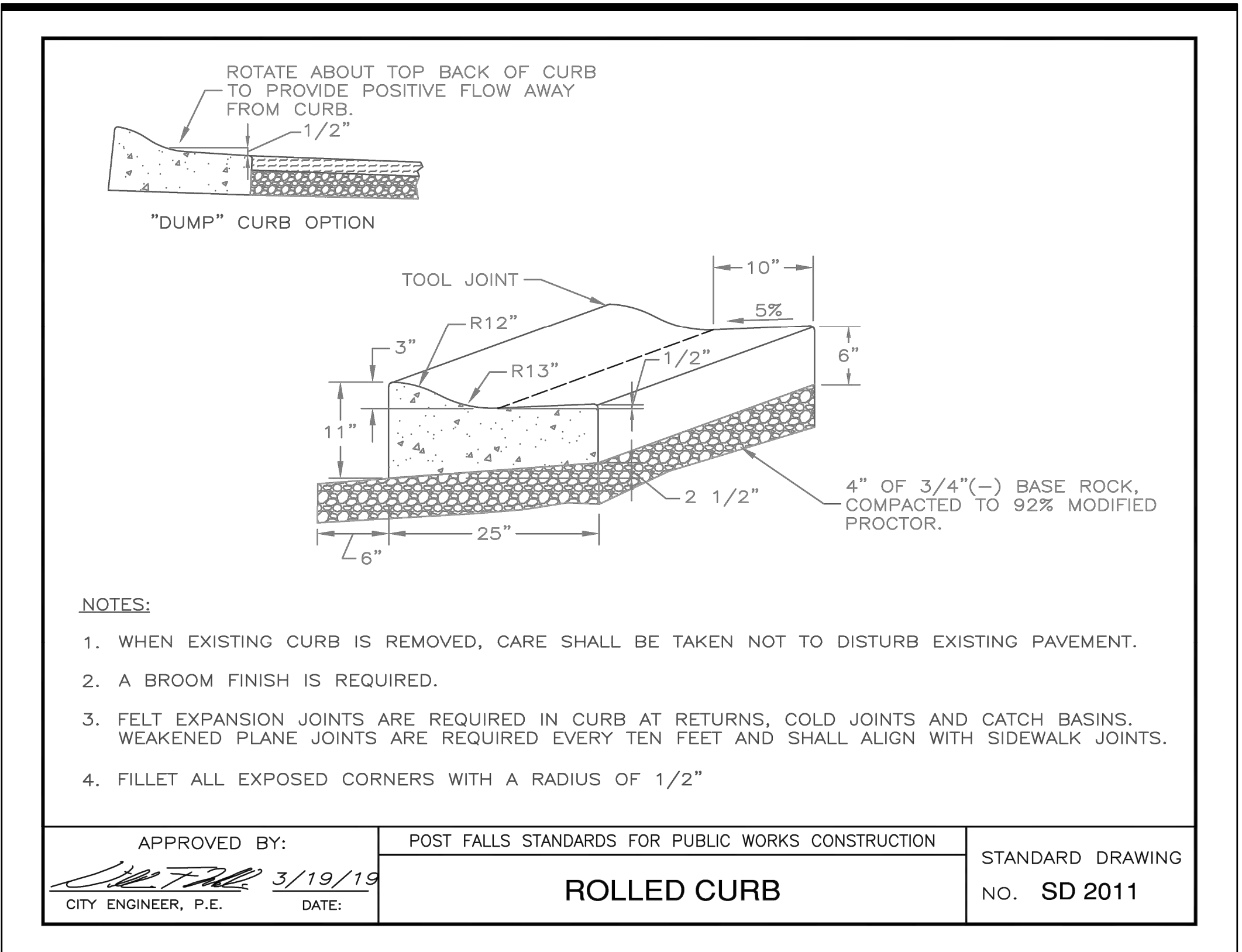


3 LIGHTING CONDUIT TRENCHING DETAIL
SCALE: N.T.S.



- NOTES:
1. TACTILE WARNING SURFACE TO BE CAST IRON UNIT AS MANUFACTURED BY ADVANTAGE CAST IRON OR TOUGH TILE. UNIT TO BE INSTALLED PER MANUFACTURES RECOMMENDATIONS.
 2. TACTILE WARNING SURFACE TO BE 24" MIN IN DIRECTION OF TRAVEL.
 3. ALL WORK SHALL COMPLY WITH THE ACCESS BOARD GUIDELINES FOR PUBLIC RIGHTS-OF-WAY (SECTION R304). NO WORK OUTSIDE THE DESIGN TOLERANCES, LISTED IN SAID GUIDELINES WILL BE ACCEPTED. MINIMUM AND MAXIMUM VALUES ARE ABSOLUTE.

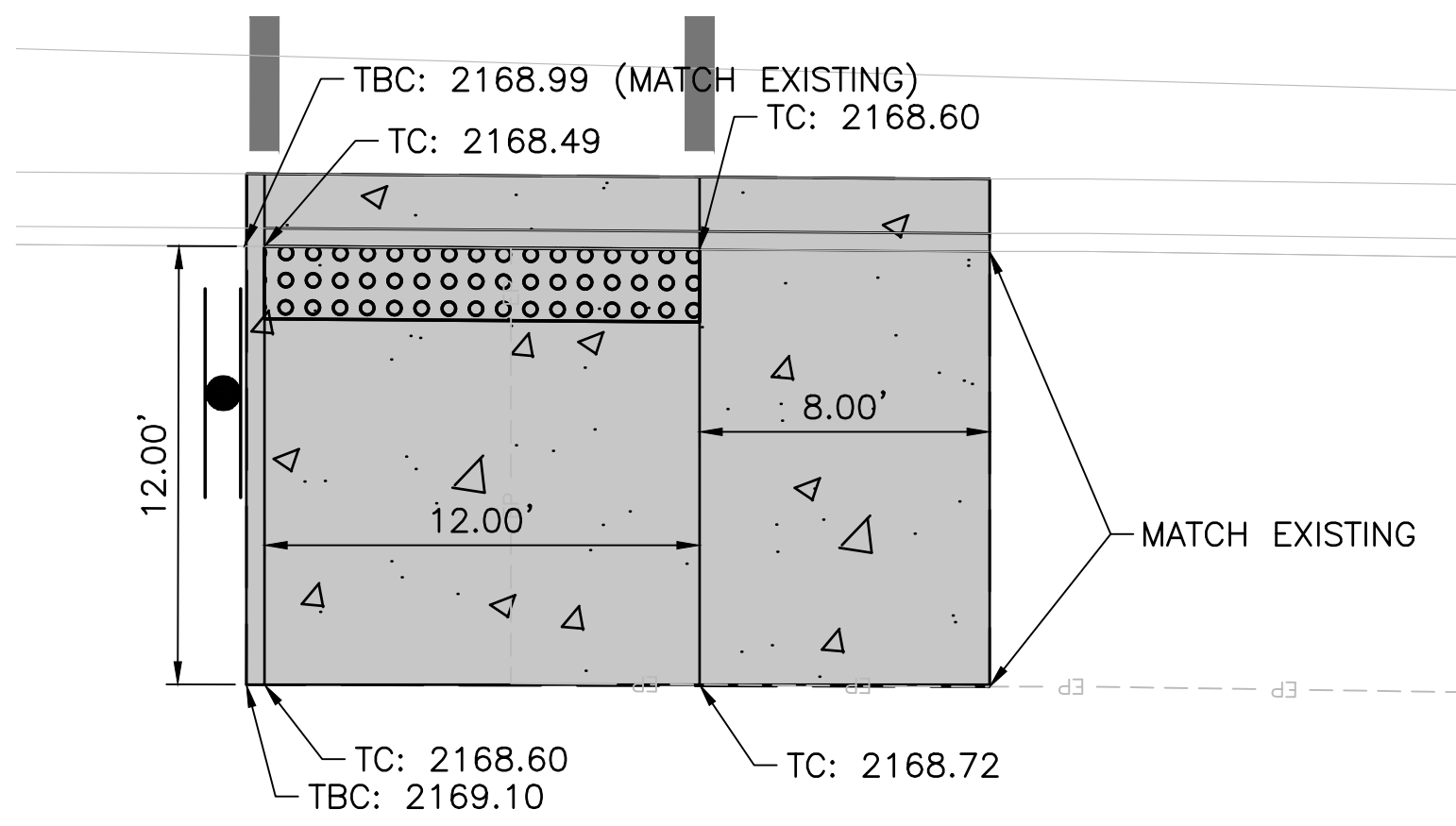
4 CUSTOM PEDESTRIAN RAMP
SCALE: N.T.S.



5 ROLLED CURB
SCALE: N.T.S.

NO.	REVISION	DESCRIPTION	DATE
1	UPDATES FROM ENGR REVIEW		

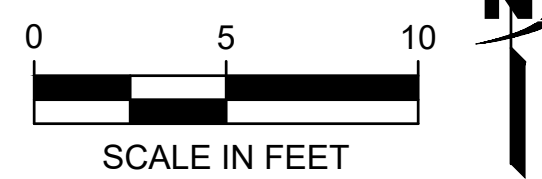
Plot Date: 3/20/2024 12:04 PM, Plotted By: Ramon Zender
 Date Created: 3/19/2024, JUB.COM/CENTRAL/Clients/POST FALLS/CITY PROJECTS/20-20-031-114 COMMUNITY GARDEN DESIGN/CAD SHEET 20-20-031_C-503.DWG



NOTES:

- TACTILE WARNING SURFACE TO BE CAST IRON UNIT AS MANUFACTURED BY ADVANTAGE CAST IRON OR TOUGH TILE. UNIT TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- TACTILE WARNING SURFACE TO BE 24" MIN IN DIRECTION OF TRAVEL.
- ALL WORK SHALL COMPLY WITH THE ACCESS BOARD GUIDELINES FOR PUBLIC RIGHTS-OF-WAY (SECTION R304). NO WORK OUTSIDE THE DESIGN TOLERANCES, LISTED IN SAID GUIDELINES WILL BE ACCEPTED. MINIMUM AND MAXIMUM VALUES ARE ABSOLUTE.
- ELEVATIONS AT THIS RAMP ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL ADA SLOPE REQUIREMENTS ARE MET.

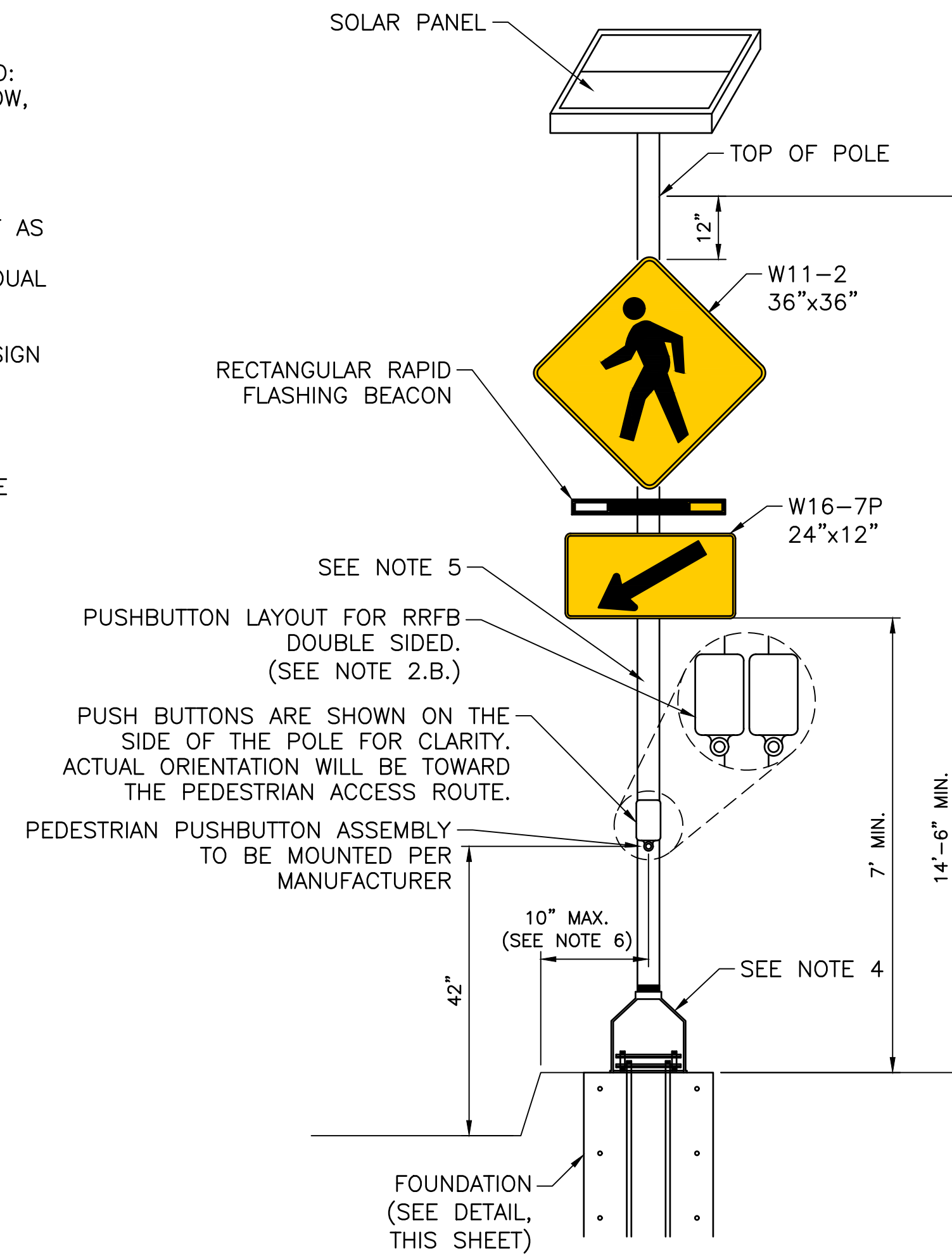
1 CUSTOM PEDESTRIAN RAMP
SCALE: N.T.S.



GENERAL NOTES:

- RECTANGULAR RAPID FLASHING BEACON (RRFB) - SINGLE SIDED:
- JSF TECHNOLOGIES SINGLE RRFB BAR, AB-9702-20W-YELLOW, TELL-TALE LED
- SINGLE POLARA INX AUDIBLE PUSH BUTTON INX9WN0-Y-BD, 9"x12" INSTRUCTIONAL SIGN
- FOR RRFB'S PLACED IN THE SPLITTER ISLAND AND CALLED OUT AS RRFB - DOUBLE SIDED:
A. DUAL RRFB BAR, AB-9704-40W-YELLOW, TELL-TALE LED, DUAL CONTROLLER WILL OPERATE EACH RRFB BARS INDEPENDENTLY
B. PEDESTRIAN PUSH BUTTON, TWO POLARA INX AUDIBLE PUSH INX9WN0-Y-BD PLACE SIDE-BY-SIDE, 9"x12" INSTRUCTIONAL SIGN (ONE LEFT AND ONE RIGHT FOR EACH CROSSING).
C. PLACE TWO W11-2 SIGNS BACK-TO-BACK
D. PLACE TWO W16-7P SIGNS BACK-TO-BACK
- PUSHBUTTON EXTENSIONS (YELLOW) MAY BE REQUIRED IN SOME LOCATIONS.
- ALUMINUM FRANGIBLE PEDESTRIAN BREAK-AWAY BASE.
- 4"x14", 4.5" OD, SCHEDULE 40 STEEL PIPE
- PUSHBUTTONS TO MEET ADA ACCESSIBILITY REQUIREMENTS.

2 RECTANGULAR RAPID FLASHING BEACON (RRFB)
SCALE: N.T.S.

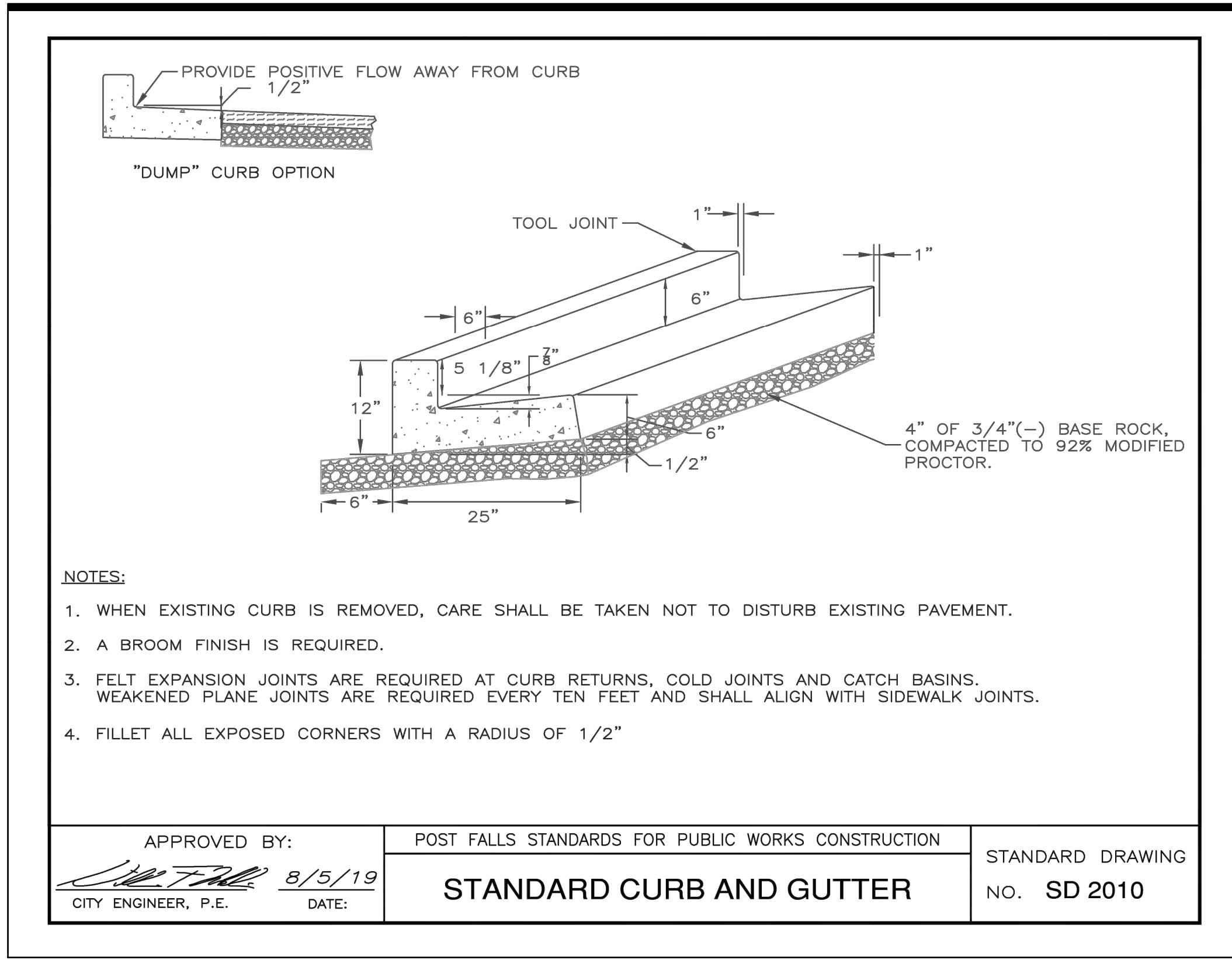


JUB
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

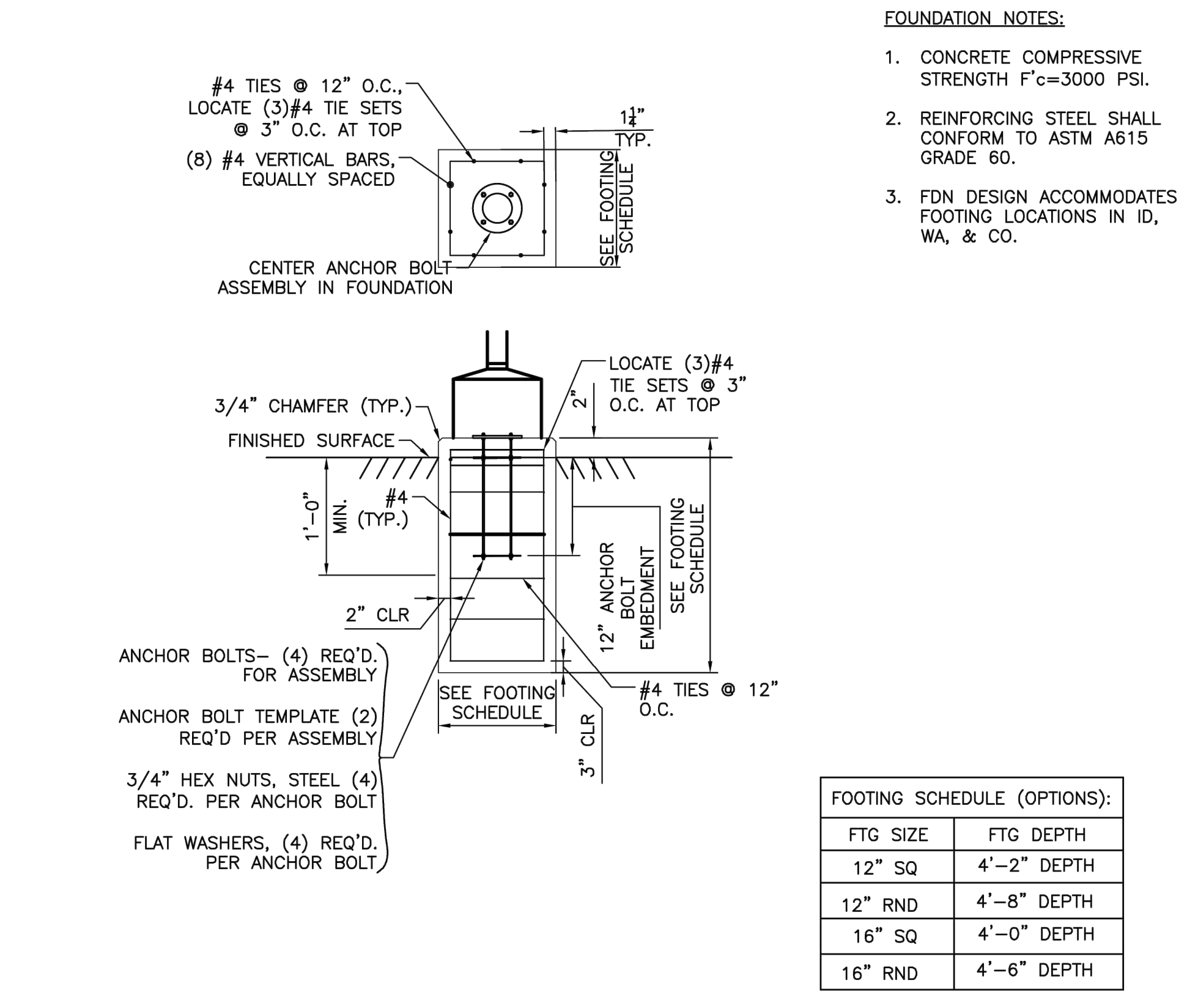
PROFESSIONAL ENGINEER
19078
RAMON L. ZENDER
3-20-24

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NO.	REVISION	DESCRIPTION	BY	DATE



3 STANDARD CURB AND GUTTER
SCALE: N.T.S.



4 RRFB FOUNDATION DETAIL
SCALE: N.T.S.

POST FALLS COMMUNITY GARDEN
CITY OF POST FALLS
CIVIL DETAILS

FILE : 20-20-031_C-504
JUB PROJ. # : 20-20-031
DRAWN BY: BPRR
DESIGN BY: RLZ
CHECKED BY: AKC
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/27/2024
DRAWING:
C-504
SHEET: 13 OF 13

Plot Date: 3/20/2024 12:04 PM, Plotted By: Ramon Zander
 Date Created: 2/27/2024, JUB.COM\CENTRAL\Clients\ID\POST FALLS\CITY PROJECTS\20-20-031-14 COMMUNITY GARDEN DESIGN\CAD\9 SHEET 20-031_C-504.DWG

BID AND CONTRACT DOCUMENTS

for

City of Post Falls Kootenai County, Idaho

Community Garden

March 2024



Engineers

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
(208) 762-8787



Owner

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
(208) 773-3511

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BID AND CONTRACT DOCUMENTS

for

City of Post Falls Kootenai County, Idaho

Community Garden

March 2024

NOTICE AND DISCLAIMER

THE PLANS AND/OR SPECIFICATIONS (DOCUMENTS) ARE THE PROPERTY OF J-U-B ENGINEERS, INC. ("J-U-B") AND BY USING THE DOCUMENTS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS NOTICE AND DISCLAIMER.

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Prepared by



J-U-B ENGINEERS, Inc.

7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
208-762-8787



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**City of Post Falls, Idaho
Community Garden**

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Section 1-A

Bid Forms

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**City of Post Falls, Idaho
Community Garden**

Advertisement for Bids

General Notice

The City of Post Falls, Idaho (Owner) is requesting Bids for the **Community Garden**. Bids for the construction of the Project will be received at the office of the City Clerk (Shannon Howard), **Post Falls City Hall** located at **408 N. Spokane Street, Post Falls, Idaho 83854**, until **Wednesday, April 10, 2024** at **11:00 AM** local time. At that time the Bids received will be publicly opened and read aloud at the City Council Chambers, located at City Hall.

The Project includes the following Work:

Parking lot reconstruction, curb, gutter, sidewalk, paved trail, gravel trail, landscaping, irrigation, lighting, water service line, signing, pavement marking, and drainage infrastructure.

Obtaining the Bidding Documents

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

The Contract Documents may be examined at the following locations:

- City of Post Falls; 408 N. Spokane Street, Post Falls, ID 83854
- J-U-B ENGINEERS, Inc.; 7825 Meadowlark Way; Coeur d'Alene, Idaho 83815

Pre-bid Conference

A pre-bid conference for the Project will be held on **Wednesday, April 3, 2024** at **10:00 pm** at the Post Falls Community Garden (1103 3rd Avenue, Post Falls, Idaho 83854). Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders

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

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashier's check or cash in the amount of 5% of the amount of the bid proposal. Said bid security shall be forfeited to the Owner as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

The Owner (defined in Article 1 of Instructions to Bidders) 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 the Owner (defined in Article 1 of Instructions to Bidders)

Questions during bidding should be directed to Riannon Zender, P.E. at J-U-B ENGINEERS, Inc. at 7825 Meadowlark Way; Coeur d'Alene, Idaho; phone 208-762-8787; fax 208-762-9797; email rzender@jub.com.

The City of Post Falls City Council, in accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all firms that no person or organization shall be discriminated against based on race, religion, color, age, sex or national origin in consideration for an award issued pursuant to this advertisement. To the extent, Bidder intends to subcontract any of the work subject to this advertisement, the Bidder must include this notice in any agreements with subcontractors. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

This Advertisement is issued by:

Owner: **City of Post Falls, Idaho**

By: Robbie Quinn

Title: Parks Planner

Date: **3/27/2024 and 4/04/2024**

**City of Post Falls, Idaho
Community Garden**

Bidder's Checklist

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 in words and figures.
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?
6. _____ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
7. _____ In order for a Bid to be considered, the Bid form, Bid Security, 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.
8. _____ Has Bid Security been enclosed?
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?
11. _____ Has the Contractor's Non-Collusion Affidavit Form been enclosed?
12. _____ Has the Anti-Discrimination Affidavit Form been enclosed?

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**City of Post Falls, Idaho
Community Garden**

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Owner* – One who receives, open bids, and is anticipated to enter into an agreement with the contractor. The Owner for this project is:

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854

B. *Engineer and Issuing Office* – The firm and office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office for this project is:

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d’Alene, ID 83815

C. *Bidder* – One who submits a Bid directly to the Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

D. *Successful Bidder* – The lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award. The owner will review the bids and consider an award based on the total of the Base Bid.

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.

2.02 Complete sets of Bidding Documents shall 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 authorize or 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 called for below.

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.

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

4.01 *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.

4.02 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.

4.03 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 contemplated by these Bidding Documents. 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.

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

- A. examine and carefully study the Bidding Documents, 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. consider 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 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 any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its 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;

- F. 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;
- G. 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. Owner does not warrant that the Contract Documents or plans will be free from defect or error and Bidder is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect or error is discovered, the Bidder is obligated to inform the Owner; and
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.05 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request at the cost of reproduction. 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.

4.06 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- 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 provided 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.

4.07 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.

4.08 Stormwater Discharge Permits

Contractor is hereby notified of its duty to comply with the NPDES General Permit for Storm Water Discharges from Construction Activities, (Construction General Permit, or CGP). The CGP authorizes storm water discharges from construction activities that result in a total land disturbance equal to or greater than one acre, where those discharges enter surface waters of the United States. Information at the GCP, best management practices, and instruction for filing a Notice in Intent (NOI) may be found on the internet at:

<https://www.deq.idaho.gov/water-quality/wastewater/storm-water/>

Contractors shall provide a copy of the NOI and Storm Water Pollution Prevention Plan (SWPPP) to the city upon request (if required by the project).

This project is anticipated to have ground disturbing activities equal to or greater than one acre and discharge to surface waters of the United States. This project is anticipated to have ground disturbing activities less than 5 acres and may qualify for a Low-Erosivity Waiver (LEW) with the EPA to satisfy the CGP requirements. Obtaining a LEW does not relieve the contractor from implementing erosion control measures identified in the contract documents.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference may be held, as detailed in the Advertisement for Bids.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. 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. All additional lands and access thereto required for temporary 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.

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 **via www.jubplanroom.com as** having received the Bidding Documents. Questions received less than 5 working 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 percent of Bidder's maximum Bid price and in the form of cash, a certified check, cashier's check, ~~bank money order~~, or a Bid bond (on the form attached) 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 consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. 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 15 days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement. The submission of a Bid is a representation by the Bidder that Bidder will commence construction work and will complete construction during the time specified in the contract documents.

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 if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

Per Idaho Code 67-2310, 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 voidable. Use naming of subcontractors form 00440.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or Issuing Office.
- 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 each Bid item listed therein.
- 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.
- 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.
- 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 shall be shown.
- 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 indicated on the Bid Form. The official address of the joint venture shall be shown. Include evidence of authority to sign.
- 13.08 All names shall be printed in ink below the signatures.
- 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 the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.12 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; COMPARISON OF BIDS

- 14.01 *Lump Sum*
- A. Not Used

14.02 *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 the sum of the products of the estimated quantity of each item and the corresponding unit price. 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.
- D. The successful low bidder will be the combination of the base bid and any alternatives, as defined in the bid form.

14.03 *Allowances*

- A. Not Used

14.04 *Completion Time Comparisons*

- A. Not Used

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished the Bid Form and the Bid Bond Form.
- 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 shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If the 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." A mailed Bid shall be addressed to Owner at the place indicated in Paragraph 1.01 of the Instructions to Bidders.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 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. Bidders 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 in 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. Due to the COVID-19 Pandemic, bid opening procedures may be modified in the Advertisement for Bid or by Addendum.

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 – EVALUATION OF BIDS AND 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 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 ~~If the Contract is to be awarded, Owner will award the Contract to the lowest responsive Bidder.~~ The Owner will review the bids and consider an award based on the total of the Base Bid.

19.05 Owner reserves the right to reject all Bids in the event the Bids exceed the Owner's ability to finance the project.

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 shall be accompanied by such bonds on the prescribed forms included in the Contract Forms.

ARTICLE 21 – SIGNING OF AGREEMENT

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 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 Owner is exempt from _____ state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. _____). Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.~~

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 Article 6 of the Agreement. ~~Provisions concerning Contractor’s rights to deposit securities in lieu of retainage are set forth in the Agreement.~~

ARTICLE 24 – CONTRACTS TO BE ASSIGNED

24.01 Not Used

ARTICLE 25 – PARTNERING

25.01 Not Used

ARTICLE 26 – DISPOSAL SITES

26.01 Contractor to provide disposal sites. Any agreement reached between the landowners and the contractor for disposal of waste material will not include the Owner of the project, and all disposal must meet local regulations.

**City of Post Falls, Idaho
Community Garden**

Bid Form

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Post Falls
Attn: City Clerk
408 N. Spokane Street
Post Falls, Idaho 83854

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 45 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 all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

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 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," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 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; and 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.

- 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. Owner does not warrant that the Contract Documents or plans will be free from defect or error and Bidder is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect or error is discovered, the Bidder is obligated to inform the Owner.
- 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;
- 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 any thing 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 price(s):

UNIT PRICE BID

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
SCHEDULE 1 – TRANSPORTATION					
2010.4.1.A.1	Mobilization	1	LS		
201.4.1.G.1	Removal of Obstructions	1	LS		
202.4.1.D.1	Excavation and Site Grading	600	CY		
202.4.6.B.1	Imported Borrow	155	TON		
206.4.1.H.3	Loose Riprap	20	CY		
404.4.1.A.1	Water Service Connection, Size 1"	1	EA		
601.4.1.A.11	12" Storm Drain Pipe, Class CGSP	50	LF		
705.4.1.A.1	Charcoal Concrete Pad	SY	162		
706.4.1.A.1	Rolled Curb	25	LF		
706.4.1.A.3	Standard Straight 6" Curb	935	LF		
706.4.1.A.5	Standard Straight 6" Curb and Gutter	45	LF		
706.4.1.E.1	Concrete Sidewalk	355	SY		
706.4.1.H.1	Pedestrian Ramp and Tactile Warning Surfaces	3	EA		
802.4.1.B.1	Crushed Aggregate for Base Type I	595	TON		
802.4.1.E.1	Crushed Aggregate for Gravel Pathway	60	TON		
810.4.1.A.1	Plant Mix Pavement - 1/2", SP-3	190	TON		
1001.4.1.A.1	Temporary Erosion Control	1	LS		
1102.4.1.A.1	Lighting System	1	LS		
1103.4.1.A.1	Construction Traffic Control	1	LS		
1104.4.1.A.1	Waterborne Pavement Markings	300	SF		
1104.4.1.B.1	Thermoplastic Pavement Markings	100	SF		
1105.4.1.E.1	Permanent Signing	2	EA		
SP-1	RRFB (Double Sided)	2	EA		
SP-2	Reset Sign on New Post	2	EA		
SP-3	Fence	67	LF		
SP-4	Drywell - Single Depth	2	EA		

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
SP-5	Landscaping	1	LS		
SP-6	Landscape Irrigation	1	LS		
SP-7	Site Furnishings	1	LS		
BASE BID TOTAL					\$

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 in accordance with the Instructions to Bidders ~~the form of Bid Bond, Certified Check, Cash, or Cashier's Check;~~
 - B. List of Proposed Subcontractors;
 - C. Bidder shall include in their 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;
 - ~~D. List of Proposed Suppliers;~~
 - E. In addition to subcontractors for plumbing, heating and air-conditioning work, 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);
 - F. 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;

G. ~~State of Idaho Public Works Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~

H. Other Documents:

1. Non-Collusion Affidavit, Document 415;
2. Anti-Discrimination Affidavit, Document 420;
3. Naming of Subcontractors, Document 440.

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: _____

State of Incorporation: _____

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

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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: _____

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. _____.

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**City of Post Falls, Idaho
Community Garden**

Contractor's Non-Collusion Affidavit

State of _____)
County of _____) SS

Bid for _____, being first duly sworn, deposes, and says that he is _____ [sole owner, a partner, president, secretary, etc.] of, _____ [Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

(NOTARY SEAL)

Notary Public _____

State of _____

My Commission Expires _____

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**City of Post Falls, Idaho
Community Garden**

Anti-Discrimination Affidavit

STATE OF _____

COUNTY OF _____

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupational qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Contractor's Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

(NOTARY SEAL)

Notary Public

State of _____

Residing at _____

My Commission Expires _____

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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*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

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

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

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.

The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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**City of Post Falls, Idaho
Community Garden**

Naming of Subcontractors Form

Per Idaho Code, 67-2310 and ISPWC 00200 Instruction to Bidders, 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, heating and air-conditioning (HVAC) work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>Public Works License Number</u>
_____	Plumbing	_____

_____	HVAC	_____

_____	Electrical	_____

THIS FORM MUST BE INCLUDED FOR ALL BIDS

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Section 1-B

Contract Forms

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City of Post Falls, Idaho
Community Garden

Notice of Award

Date: _____

Project: _____

Owner: _____

Owner's Contract No.: _____

Contract: _____

Engineer's Project No.: _____

Bidder: _____

Bidder's Address: *[send Notice of Award Certified Mail or emailed with a return receipt requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

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

THIS AGREEMENT is by and between _____ City of Post Falls _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

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

Improvements to the Post Falls Community Garden. Work includes parking lot construction, curb, gutter, sidewalk, paved trail, landscaping, water service construction, lighting, signing, pavement marking, and drainage infrastructure.

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The City of Post Falls – Community Garden

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d’Alene, Idaho 83815 (Engineer), which is to act as Owner’s representative, assume 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 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially complete within **60** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run. The Work will be substantially complete by October 1, 2024. Substantial Completion is defined as the site being open for public use of all roadway lanes, parking areas, sidewalks and paved paths without temporary traffic control devices.

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 proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 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 \$250 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.

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 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.

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 or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 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. Ninety-Five percent (95%) of Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer,~~

~~then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

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

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less retainage and such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less two-hundred percent (200%) 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 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

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 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), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of 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; and 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. 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.

- F. 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.
- G. 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. Owner does not warrant that the Contract Documents or plans will be free from defect or error and Contractor is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect or error is discovered, the Contractor is obligated to inform the Owner.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- J. Contractor 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. WH-5 Public Works Contract Report
 - 5. Technical Specifications – Division 100 of the Idaho Standards for Public Works Construction (not attached).
 - 6. Supplementary Conditions.

7. Specifications and Special Provisions as listed in the table of contents of the Project Manual.
 8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).
 9. Drawings consisting of _____ sheets with each sheet bearing the following general title: Community Garden
 10. Addenda (numbers _____ to _____, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award.
 12. 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.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed 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.
- 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 may ~~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 any thing 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 _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Idaho Public Works

Contractors License No.: _____

(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:

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**City of Post Falls, Idaho
Community Garden**

Notice to Proceed

Date: _____

Project: Community Garden

Owner: City of Post Falls

Owner's Contract No.:

Contract: Community Garden

Engineer's Project No.: 07-23-114

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]**. 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 **[date for Substantial Completion, from Agreement]**, and work is ready for final payment within **[date for readiness, from Agreement]** calendar days from substantial completion.

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.

The contractor must comply with the following:

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

Owner:

Acceptance of Notice to Proceed Given by:

Authorized Signature

Title

Date

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

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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*):

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

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: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
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 without duplication for:

- 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.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

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*):

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

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 (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
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)*:

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Form WH-5 Public Works Contract Report

--

Contractors awarded Idaho public works contracts must submit this form to the Tax Commission within 30 days of receiving the award. (Idaho Code sections 54-1904A and 63-3624(g)).

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		Public works contractor license number
Sole proprietor's Social Security number	Idaho sellers permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract \$

Description and location of work to be performed

Project Dates

Scheduled project start date: _____ Completion date: _____

If the following information isn't available at this time, please enter date it will be: _____

All Subcontractors

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$

Description of work

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$

Description of work

Name			Federal EIN
Address			Public works contractor number
City	State	ZIP Code	Amount of subcontract \$

Description of work

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$

Description of work

All Subcontractors (continued)

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

Suppliers

List your major suppliers of materials, equipment, and supplies. Include items removed from inventory and items provided to you by the government agency for use in this project.

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax was paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax was paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. <input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax was paid	

*If you're reporting any untaxed materials, equipment, or supplies as "items subject to use tax" on your Idaho return, provide the period when you did or will report it: _____

If you paid tax to a state other than Idaho, write the name state next to "total value" boxes, above. For any tax due that you haven't reported yet, include payment with this form. You can make copies of this form if you need more room.

Sign Here	Authorized signature	Print name	Phone number	Date

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-0410
 For more information, call (208) 334-7618 | Fax: (208) 332-6619 | Email: contractdesk@tax.idaho.gov

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ _____
			5. RETAINAGE:
			a. X _____ Work Completed..... \$ _____
			b. X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5a + Line 5b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ _____
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification	
<p>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 and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
By:	Date:

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

is recommended by: _____ (Date) _____ (Engineer)

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

is approved by: _____ (Date) _____ (Owner)

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

**City of Post Falls, Idaho
Community Garden**

Certificate of Substantial Completion

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

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:

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City of Post Falls, Idaho
Community Garden

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

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

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ _____ [Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____ Contract Price prior to this Change Order: \$ _____ [Increase] [Decrease] of this Change Order: \$ _____ Contract Price incorporating this Change Order: \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____ [Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial completion (days): _____ Ready for final payment (days): _____ Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____ [Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____ Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
---	---

RECOMMENDED: By: _____ Engineer (Authorized Signature) Name: _____ <u>Print Name</u> Date: _____ Approved by Funding Agency (if applicable):	ACCEPTED: By: _____ Owner (Authorized Signature) Name: _____ <u>Print Name</u> Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Name: _____ <u>Print Name</u> Date: _____ Date: _____
--	---	---

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.

**City of Post Falls, Idaho
Community Garden**

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

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

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:	Date:
Signature: _____	
Print Name: _____	

Copy to Owner

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**City of Post Falls, Idaho
Community Garden**

Affidavit of Payment or Securement of All Taxes

STATE OF IDAHO)
) ss.
COUNTY OF)

_____, being first duly sworn, on oath, deposes and says that he is in conformance with Idaho Code 63-1502, that he is authorized to do business in the State of Idaho, and that he can 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, now due or delinquent, including assessments, excises, and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this _____ day of _____, 2022.

Subscribed and sworn to before me this _____ day of _____, 2022.

(NOTARY SEAL)

NOTARY PUBLIC for State of Idaho
Residing at: _____
My Commission Expires: _____

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Section 2

General Conditions

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

ISPWC DIVISION 100 – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Modified From

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

2015 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC)

NOTE: The base document is the 2007 EJCDC version. Items added to EJCDC to form the 2015 ISPWC are underlined. Items deleted from the EJCDC to form the 2015 ISPWC are shown in strikeout format.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



ASCE American Society
of Civil Engineers

P/E National Society of
Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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www.asce.org

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www.agc.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 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 therefor 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.

- I. 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*

NOTES TO USER

The Owner, in consultation with their attorney and risk manager, should choose which party shall provide property insurance. In accordance with the Owner's direction, use the appropriate Section A below.

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. 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;
 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 or damage to the Work, temporary buildings, false work, 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 additional insured to whom a certificate of insurance has been issued.
- 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. ~~Owner~~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. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~
- D. Contractor shall be responsible for any deductible or self-insured retention.
- ~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~
- 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 ~~who is listed as a loss payee~~ 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. 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 direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

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 6.17.D.1.
- 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~~ 10 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~~ 20 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~~ 10 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~~ 20 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~~ 21 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.

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, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 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. 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.
- C. 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.
- D. 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.
- E. 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. ~~Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~ 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. ~~for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below; 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.~~
 2. ~~that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.C; and.~~

~~3. 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 one 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~~40 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. ~~Ten~~ Twenty-one 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. Thirty 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
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- 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. ~~Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~
- 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.

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Section 3

Supplementary Conditions

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**City of Post Falls, Idaho
Community Garden**

Supplementary Conditions

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract (ISPWC Division 100, 2015 edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01.A.2. Add the following language at the end of Paragraph 1.01.A.2:

The Agreement may also be referred to as "Contract" within these Contract Documents.

SC-1.01.A.3. Add the following language at the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is included in the contract package.

SC-1.01.A.9. Add the following language at the end of Paragraph 1.01.A.9:

The Change Order form to be used on this Project is included in the contract package.

SC-1.01.A.19. Delete paragraph 1.01.A.19 in its entirety and insert the following in its place:

ENGINEER:

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
(208) 762-8787

who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

SC-1.01.A.44. Supplement Paragraph 1.01.A.44 as follows:

Substantial Completion is further defined as the site can be opened for public use of all the roadway lanes, sidewalks and paved paths without the use of temporary traffic control devices.

Items that must be complete include, but are not limited to: construction of curb, gutter, sidewalks, paved paths, drainage facilities, parking area, potable water infrastructure, pavement markings, and signage.

SC-1.01.A.51. Add the following language at the end of Paragraph 1.01.A.51:

The Work Change Directive form to be used on this Project is included in the contract package.

SC-1.01.A.52. Add the following new paragraph immediately after paragraph 1.01.A.51:

52. *Request for Information* – A written request for information, requiring a written response, to Owner, Engineer, or Contractor, initiated by Owner, Engineer, or Contractor.

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

Owner shall furnish to the Contractor electronic version of the bid documents in PDF format. The contractor is responsible for distribution of PDF's and hard copies to subcontractors.

SC-2.05.B. Add the following new paragraph immediately after Paragraph 2.05.A:

B. Within the timeframe noted in the Notice of Award, the Bidder to whom the award is made, shall execute and return the Agreement in the required number of copies, shall furnish the required Payment and Performance Bonds, the original plus one copy of completed WH-5 Public Works Contract Report, and shall provide certificates of insurance (and other evidence of insurance which the Owner, Engineer and any additional insured may reasonably request) with copies to each additional insured identified in the Supplementary Conditions which Contractor is required to purchase and maintain in accordance with Article 5 of the General Conditions.

SC-2.06. Amend the first sentence of Paragraph 2.06.A. to read as follows:

A. Within 20 days after the Effective Date of the Agreement, but before any Work at the site is started, a conference...

SC-3.01. Add the following new paragraphs immediately after Paragraph 3.01.C:

D. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of a section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra work.

E. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not

rely on the cross referencing provided and shall be responsible to coordinate the entire work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

SC-4.02. Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:
N/A
- D. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:
N/A
- E. Copies of reports and drawings itemized in SC-4.02.C and SC-4.02.D that are not included with Bidding Documents, if any, may be examined at the offices of J-U-B ENGINEERS, Inc. during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer and Engineer's Consultants in the preparation of the Drawings and Specifications.

SC-4.05.A. Add the following to the end of the paragraph:

At the discretion of the Owner, any stakes or benchmarks that are carelessly or willfully destroyed or disturbed by the Contractor will be replaced by the Owner and the cost charged to the Contractor.

SC-4.05.B. Add the following new paragraph immediately after Paragraph 4.05.A:

- B. The Contractor shall provide engineering construction survey to establish the following reference points for construction control: Control and temporary benchmarks as indicated in the Contract Documents.

SC-4.06. Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

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

SC-5.04. Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation and related coverages under paragraphs 5.04.A.1. and 5.04.A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$1,000,000

2. Contractor's General Liability (under paragraphs 5.04.A.3. through 5.04.A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$2,000,000
- b. Products - Completed Operations Aggregate \$1,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 - General Aggregate \$1,000,000
 - Each Occurrence \$_____

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000

- b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$1,000,000

5. The Owner shall be listed as an additional insured on the policy.

SC-5.06. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site. Consequently, delete Paragraph 5.06.A regarding OWNER-provided property insurance; retain Paragraph 5.06.A regarding CONTRACTOR-provided property insurance.

SC-5.10. Add the following new paragraphs immediately after Paragraph 5.10.A:

- B. All insurance required by the Contract Documents, or by law or regulations shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by Owner, until all Work included in the agreement has been completed and final payment has been made.

- C. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under the Contract. Contractor agrees that he alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

SC-6.02.B. Supplement Paragraph 6.02.B of the General Conditions as follows:

Contractor (and Subcontractors) regular working hours for noisy operations shall be limited to the local governing agency ordinance where the project is located. Other construction activities not generating significant noise including the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment and any other associated equipment shall be limited to the period between 6:00 a.m. and 10:00 p.m. weekdays and Saturdays.

SC-6.07. Delete Paragraphs 6.07.B and 6.07C in their entirety.

SC-6.10. Add the following new paragraph immediately after Paragraph 6.10.B:

- C. In accordance with Section 54-1904A and 63-3624(f), Idaho Code, the Contractor shall report the Public Works Contract to the State Tax Commission. A Public Works Contract Report shall be submitted to the State Tax Commission. A copy of the Public Works Contract Report shall be provided to the Owner and Engineer by the Contractor.

SC-6.17. Amend all paragraphs of 6.17 by striking out “review and approval” and replacing with “review for general compliance.”

SC-6.17.D. Add the following new paragraphs immediately after Paragraph 6.17.D.3:

4. Engineer’s review of Shop Drawings and Samples, Standard Specifications and descriptive literature submitted by Contractor will be only for general conformance with design concept, except as otherwise provided, and shall not be construed as:
 - a. permitting any departure from the Contract Requirements;
 - b. relieving Contractor of the responsibility for any error in details dimensions or otherwise that may exist in such submittals;
 - c. constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or
 - d. approving departures from additional details or instructions previously furnished by Engineer. Such check or review shall not relieve Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.”

SC-6.17. Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for its review time unless the need for such change is beyond the control of Contractor.

SC-8.02.A. Amend Paragraph 8.02.A by striking out the following words:

“...to whom Contractor makes no reasonable objection,...”

SC-9.03. Add the following new paragraphs immediately following Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
 1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections, Tests, and System Startups:*
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
9. *Records:*
 - a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.
10. *Reports:*
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
11. *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.
12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
13. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- C. The RPR shall not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
 - 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
 - 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

SC-12.01 C.2.a. Add the following to the end of Paragraph 12.01.C.2.a. as follows:

said 15 percent shall include all taxes and any additional insurance and bond costs.

SC-12.01 C.2.b. Add the following to the end of Paragraph 12.01.C.2.b. of the General Conditions as follows:

said five percent shall include all taxes and any additional insurance and bond costs.

SC-13.03 B.1. Delete Paragraph 13.03 B.1 in its entirety.

SC-14.02.C.1. Amend the first sentence of Paragraph 14.02.C.1 to read as follows:

“Thirty days after presentation...”

SC-14.07.A.2.d. Delete Paragraph 14.07.A.2.d in its entirety.

SC-14.07.B.1. Add the following language at the end of Paragraph 14.07.B.1:

“Final payment shall not be made until the State Tax Commission issues and the Owner receives a tax release stating that all taxes have been paid.”

SC-17.01 Add the following language at the end of Paragraph 1701.A.2

3. delivered by email, if the parties agree or through practice

SC-17.07 Additional Requirements of the State of Idaho

A. General

1. The clauses contained in this article are required by the State of Idaho. The inclusion of these clauses in this Agreement by the Owner does not indicate the Owner’s support or opposition to these clauses nor Agreement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

B. Certification Concerning Boycott Israel

1. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code 67-2346 shall have the meaning defined therein.

C. Certification Concerning Abortion Providers

1. To the extent this agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” Idaho Code Title 18, Chapter 87).

END OF SECTION

Section 4

Supplemental Technical Specifications

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**City of Post Falls
Community Garden**

Supplemental Technical Specifications to the 2020 ISPWC

This section amends the Idaho Standard for Public Works Construction (ISPWC) 2020 Edition. This section also provides an inclusive list of measurement and payment descriptions specific to this project. If items of work are required in the project but not itemized herein, the cost for such work shall be incidental to the bid items listed.

Per City of Post Falls standards, throughout the ISPWC, change all ASTM D698 (AASHTO T-99) references to ASTM D1557 (AASHTO T-180).

DIVISION 200 - EARTHWORK

SECTION 201 – CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS

Modify Paragraph 1.1.B.1 as follows:

1.1 SECTION INCLUDES

B. Removal of Obstructions:

1. Removal of signs (including posts and foundations), fence, sawcutting, asphalt and concrete, cutting, capping, and restoring connectivity to private irrigation systems impacted by construction, removal of large trees including stumps and void backfill, decommissioning of drywells, and removal of light and junction box. Landscape removal items are to be salvaged and provided to the property owner upon request. Signs that require removal and resetting are paid under a separate item. Item includes Clearing and Grubbing activities per 201.

Add the following at the end of paragraph 3.2.B.5:

6. Bituminous Pavement shall be removed to clean, straight lines by saw cut. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade of paving materials. If less than 3 feet of pavement width remains after trenching and saw cut, the remaining width shall be removed and replaced. All pavement joints shall be tacked with CSS-1 or approved.
7. Concrete Pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge. The

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 1

edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat, straight lines for the purpose of removing the damaged pavement areas. Such saw cuts shall be either parallel to the original saw cuts or shall be cut on an angle which departs from the original saw cut not more than 1 inch in each 6 inches.

8. Concrete curb, sidewalk, gutters and other miscellaneous concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½ inches. Concrete to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 48 inches in either length or width. If the saw cut in sidewalk, approaches, or driveways would fall within 48 inches of a construction joint or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be saw cut to a depth of 1½ inches on a neat line at right angles to the curb face. All joints shall be flush and compliant with ADA requirements if within a pedestrian or ADA pathway.

Add the following at the end of paragraph 3.2.D.1:

The cavities left by tree root balls are to be filled and compacted to the level of the surrounding ground and to the compaction requirements of the area of work (i.e. subgrade area or landscape area, etc.)

4.1 Use the following unit prices as designated on the Bid Schedule.

- G. Removal of Obstructions: By the lump sum (LS), includes full compensation for all materials labor and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule are included in this pay item.
 1. Bid Schedule Payment Reference 201.4.1.G.1
 2. Bid Schedule Payment Description: Removal of Obstructions...Lump Sum (LS)

SECTION 202 – EXCAVATION AND EMBANKMENT

Add the following to Paragraph 1.1:

- 1.1 SECTION INCLUDES
 - L. Swale Grading per SD-601
 - M. Earth Berms (in swales)

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 2

4.1 Use the following unit prices as designated on the Bid Schedule.

D. Excavation and Site Grading: By the lump sum for all excavation and grading including excavation to subgrade, hauling, placing, and compacting excavated material in embankments (if material is suitable Borrow) and/or disposal of excavated material, storage of topsoil, subgrade maintenance, and grading including swale grading and earth berm construction, required to achieve finished subgrade elevations, includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule. For bidding purposes, the estimated quantity of export to be removed from the site is 600 cubic yards. The estimated quantity is provided as a convenience to the contractor during bidding and shall not be construed as a means to acquire a change order for differing quantities during construction. The contractor shall find a suitable disposal site adhering to City, State, and Federal law for excess material. Excavation for pipe trenching is not included in this item.

1. Bid Schedule Payment Reference: 202.4.1.D.1.
2. Bid Schedule Description: Excavation and Site Grading... Lump Sum (LS).

4.6 Use the following unit price as designated in the Bid Schedule.

B. Imported Borrow: By the ton measured by truck tickets. To include compacting subgrade, furnishing, loading, hauling, placing, blending, spreading, shaping, watering, and compacting the uncrushed aggregate and all tools, labor, equipment and incidentals necessary for the proper completion of this item. Water in excess of 7 percent of the dry weight of the material will not be measured. The City will correct the measured quantity for moisture content in accordance with AASHTO T 255. The amount shown in the Bid Schedule is for bidding purposes only and assumes some Imported Borrow will be required for construction. The Bid Schedule quantity does not represent the actual amount, which will be determined during construction. Variation in quantities, as stated in the ISPWC, will not apply to this item. The unit price bid shall be used regardless of the actual quantity used in the field

1. Bid Schedule Payment Reference: 202.4.6.B.1
2. Bid Schedule Description: Imported Borrow...Ton (TON)

SECTION 206 – PERMANENT EROSION CONTROL

4.1 Use the following unit price as designated in the Bid Schedule.

D. Loose Riprap: By the cubic yard based on neat line dimensions in place. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 206.4.1.H.3
2. Schedule Description: Temporary Erosion Control....Lump Sum (LS)

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 3

DIVISION 400 - WATER

SECTION 404 – WATER SERVICE LINE AND METERS

- 4.1 Use the following unit prices as designated on the Bid Schedule.
- A. Water Service Connection: Per each as specified. Includes excavation, bedding, backfill, service tap and saddle, corporation stop, service pipe (approximately 200-ft), fittings, meter, meter box, and all appurtenances not itemized in the Bid Schedule. Also includes drinking fountain water supply line, tee, drain line, and flo-well drain pump.
1. Bid Schedule Payment Reference: 401.4.1.A.1
 2. Bid Schedule Description: Water Service Connection, Size 1" Each (EA)

DIVISION 600 – CULVERTS, STORM DRAINS AND GRAVITY IRRIGATION

SECTION 601 – CULVERT, STORM DRAIN AND GRAVITY IRRIGATION PIPE

- 4.1 Use the following unit prices as designated on the Bid Schedule.
- A. Storm Drain Pipe: By the linear foot for the size, type and class of pipe specified measured along the horizontal centerline through all fittings and structures including flared ends. Includes furnishing and installing pipe, coring, grouting, excavation, bedding, backfill and appurtenances not itemized in the bid schedule. Trench excavation and backfill shall follow City of Post Falls SD-301.
5. Bid Schedule Payment Reference: 601.4.1.A.11
 6. Bid Schedule Description: 12-Inch Storm Drain Pipe, Class CGSP Linear Foot (LF)

DIVISION 700 – CONCRETE

SECTION 705 – PORTLAND CEMENT CONCRETE PAVEMENT

Add the following new Paragraph after 1.1.A:

- B. Charcoal concrete pad color requirements.

Add the following new Paragraph after 1.4.D:

- E. Product Data: Charcoal colored admixture.

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 4

Replace Paragraph 2.1.A as follows:

- A. Furnish materials meeting Section 703 – Cast-In-Place Concrete requirements. Maximum slump – 4 inch, or 2 inch when using a slip form method. Use ¾ Inch coarse aggregate unless otherwise directed. Class of concrete shall be 4000AF per Table 2 in Section 703.

Add the following new Paragraph after 2.5:

2.6 CHARCOAL CONCRETE PAD COLOR AND TEST PANEL

- A. Charcoal colored admixture adhering to ASTM C979 and ASTM C494, that is water-reducing, containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The color of charcoal admixture will be approved by the Engineer before production. Raw pigments are not an equivalent and may not be substituted.
- B. Before placing Charcoal Concrete Pad concrete, provide a test panel for approval of the charcoal-colored admixture. Construct concrete per section 703. Add the charcoal-colored admixture according to the manufacturer’s written instructions.

4.1 Use the following unit prices as designated on the Bid Schedule. Prices include forming, finishing, rebar, dowels, concrete, curing, joints, hauling and placing required for installation to the lines and grades shown on the Contract Documents.

- A. Charcoal Concrete Pad: By the square yard installed for the class and thickness of concrete pavement specified. Includes charcoal colored admixture, test panel, and reinforcement. Does not include curb and gutter.
 - 1. Bid Schedule Payment Reference: 705.4.1.A.1
 - 2. Bid Schedule Description: Charcoal Concrete Pad..... Square yard (SY)

SECTION 706 – OTHER CONCRETE CONSTRUCTION

Add the following new Paragraph after 2.4.A:

- B. Class 3,000 concrete shall be used for curb and gutter, sidewalk, and pedestrian ramps.

4.1 Use the following unit prices as designated on the Bid Schedule. Prices include forming, furnishing and installing or constructing joint devices and fillers, furnishing and installing reinforcing steel (unless otherwise specified) miscellaneous embedded items, furnishing, placing, finishing, and curing concrete. If required and not listed in the Bid Schedule, excavation, base course materials, backfill and compaction are to be considered incidental to the following Bid Items:

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 5

- A. Concrete Curb and Gutter: By the linear foot for the particular type specified and detailed, horizontal distance along face of curb. Includes curb cuts. Include furnishing and placing backfill and topsoil behind curb, as necessary. Include transition and curb terminus section distance at the same bid cost for the typical curb items for pay distance. Includes distance through drainage curb cuts or catch basins in pay distance.
1. Bid Schedule Payment Reference: 706.4.1.A.1
 2. Bid Schedule Description: Rolled Curb Linear Foot (LF)
 3. Bid Schedule Payment Reference: 706.4.1.A.3
 4. Bid Schedule Description: Standard Straight 6" Curb Linear Foot (LF)
 5. Bid Schedule Payment Reference: 706.4.1.A.5
 6. Bid Schedule Description: Standard Straight 6" Curb and Gutter Linear Foot (LF)
- E. Concrete Sidewalk: By the square yard. Does not include pedestrian ramp area.
1. Bid Schedule Payment Reference: 706.4.1.E.1
 2. Bid Schedule Description: Concrete Sidewalk..... Square yard (SY)
- H. Pedestrian Ramp and Tactile Warning Surfaces: Per each as specified. Includes constructing pedestrian ramps as detailed on the plans, tactile warning surfaces, and appurtenances not itemized in the bid schedule. Pay area quantified is detailed in the plans. Does not include curb and gutter adjacent to the roadway.
1. Bid Schedule Payment Reference: 706.4.1.H.1
 2. Bid Schedule Description: Pedestrian Ramp and Tactile Warning Surfaces..... Each (EA)

DIVISION 800 – AGGREGATES AND ASPHALT

SECTION 802 – CRUSHED AGGREGATES

Add the following new Table after 2.2.A.3:

SIEVE SIZE	NOMINAL MAXIMUM SIZE
	5/8 in. (Type Gravel Pathway)
	PERCENT PASSING
5/8"	100
1/2"	70-100
No. 4	31-60
No. 8	22-45
No. 30	10-25
No. 200	10-20 (MAX)

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 6

- 4.1 Use the following unit prices as designated in the Bid Schedule.
- B. Crushed Aggregate for Base Type I: By the Ton. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Crushed aggregate includes aggregate used for base rock for curb, curb and gutter, sidewalk, pedestrian ramps, and asphalt paving.
 - 1. Bid Schedule Payment Reference: 802.4.1.B.1
 - 2. Schedule Description: Crushed Aggregate for Base Type I Ton (TON)
 - E. Crushed Aggregate for Gravel Pathway: By the Ton. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Crushed aggregate includes aggregate used for gravel pedestrian pathways.
 - 1. Bid Schedule Payment Reference: 802.4.1.E.1
 - 2. Schedule Description: Crushed Aggregate for Base Type I Ton (TON)

SECTION 810 – PLANT MIX PAVEMENT

- 4.1 Use the following unit price as designated in the Bid Schedule.
- A. Plant Mix Pavement, ½-Inch SP-3: By the Ton. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Pavement shall conform to the design designations stated in the General Notes of the project plans. Tack coat is considered incidental to this item.
 - 1. Bid Schedule Payment Reference: 810.4.1.A.1
 - 2. Schedule Description: Plant Mix Pavement, ½" SP-3 Ton (TON)

DIVISION 1000 – CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES

SECTION 1001 – CONSTRUCTION SITE MANAGEMENT

- 4.1 Use the following unit price as designated in the Bid Schedule.
- D. Temporary Erosion Control: By the lump sum (LS). Includes stabilized construction entrance, inlet protection, and site sediment control. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.
 - 1. Bid Schedule Payment Reference: 1001.4.2.D.1
 - 2. Schedule Description: Temporary Erosion Control....Lump Sum (LS)

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 7

DIVISION 1100 – TRAFFIC

SECTION 1102 – STREET LIGHTING

- 4.1 Use the following unit price as designated in the Bid Schedule.
- A. Lighting System: By the Lump Sum. Includes full compensation for all materials, labor, any necessary utility coordination, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.
 - 1. Bid Schedule Payment Reference: 1102.4.1.A.1
 - 2. Schedule Description: Lighting System...Lump Sum (LS)

SECTION 1103 – CONSTRUCTION TRAFFIC CONTROL

Replace Paragraph 3.1.J with the following:

- J. Employ properly trained, equipped, attired, and certified flaggers if traffic is constricted or re-routed through the construction zone and when a single lane is being used for bidirectional traffic. The flaggers shall continuously monitor the installation and maintenance of all traffic control devices under the supervision of the Construction Manager. The minimum qualifications of a Traffic Control Maintainer are Traffic Control Supervision (TCS) certification by the Evergreen Safety Council, ATSSA or ITD approved institutions and five (5) years of experience in traffic control in work zones. All flaggers must have a current ITD approved flagging certification.

Add the following new paragraphs after Paragraph 3.1.K:

- L. The Contractor shall satisfy the Engineer and the City that all required traffic control materials and devices and temporary signs are at their immediate disposal prior to the Owner issuing the Notice to Proceed.
- M. Street closures are not permitted.
- N. Access shall be provided to adjacent properties at all times, except when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of curbing, approaches, and sidewalk, and trench excavations which prohibit safe vehicular traffic. Restriction of access to adjacent properties must have prior approval of the Engineer and the City. Written notice must be given by the Contractor as approved by the owner to the affected properties at least 48 hours prior to such restriction. Notification must include dates, times, detour routes, and all other pertinent information on the restriction.
- O. Reasonable access shall be provided at all times to emergency services. The Contractor shall give 48 hours notice to all emergency services when access to the project.

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 8

- P. Where parking is a hazard to through traffic or to the construction work, it shall be restricted entirely or, at a minimum, during the time when it creates a hazard. The Contractor shall be responsible for obtaining and placing “No Parking” signs in accordance with City code and shall maintain the signs for as long as they are in operation. In the event that parked vehicles hinder construction, the Contractor is responsible for notifying the owner prior to removal, when the owner can be determined.
- Q. The Contractor shall designate a contact person responsible for maintenance of the traffic control devices on the project. The contact person must be available by phone during non-working hours including nights, weekends, holidays, etc. The Contractor will be responsible for making such repairs as may be needed to maintain traffic accessibility and traffic control.
- R. Do not commence daily construction activities, or continue construction activities, if traffic control has not been placed or maintained in accordance with the approved traffic control plan.
- S. The Contractor is expected to coordinate local access throughout the project duration, including coordinating work with adjacent construction projects.

4.1 Use the following unit price as designated in the Bid Schedule.

- A. Construction Traffic Control: Lump Sum. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.
 - 1. Bid Schedule Payment Reference: 1103.4.1.A.1
 - 2. Schedule Description: Construction Traffic Control... Lump Sum (LS)

SECTION 1104 – PERMANENT PAVEMENT MARKINGS

4.1 Use the following unit price as designated in the Bid Schedule.

- A. Waterborne Pavement Markings: Square Foot. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes all linear pavement markings (unless otherwise specified as thermoplastic).
 - 1. Bid Schedule Payment Reference: 1104.4.1.A.1
 - 2. Schedule Description: Waterborne Pavement Markings... Square Foot (SF)

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 9

- B. Thermoplastic Pavement Markings: Square Foot. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes crosswalks, all traffic arrows (regular and fishhook), ONLY lettering, railroad crossings, stop bars, bicycle symbols, and yield lines.
1. Bid Schedule Payment Reference: 1104.4.1.B.1
 2. Schedule Description: Thermoplastic Pavement Markings... Square Foot (SF)

SECTION 1105 – PERMANENT TRAFFIC SIGNING

4.1 Use the following unit price as designated in the Bid Schedule.

- E. Permanent Signing: By the each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes foundation, post, post installation, sign face, brackets and brace angles. Item does not include RRFB signs or appurtenances.
1. Bid Schedule Payment Reference: 1105.4.1.E.1
 2. Schedule Description: Permanent Signing... Each (EA)

DIVISION 2000 - MISCELLANEOUS

SECTION 2010 – MOBILIZATION

4.1 Use the following lump sum Bid Item as indicated in the Bid Schedule. Includes all labor, material, and equipment required to perform the work as specified, unless separated into specific bid items in the Bid Schedule. All mobilization costs for subcontractors is considered incidental to this bid item. If not listed in the Bid Schedule, mobilization is incidental to other Bid Items.

- A. Mobilization, Demobilization, Bonding, and Insurance: Allowable amounts for partial payment of mobilization are as follows: 1) a maximum of 60% of the contract unit price or six percent of the total schedule amount, whichever is less, may be paid on the first monthly progress estimate. 2) 30 percent of the contract unit price or four percent of the total schedule amount, whichever is less, will be paid on the second monthly progress estimate providing that productive work on the project has been initiated. 3) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the schedule unit price or remaining amount will be paid.
1. Bid Schedule Payment Reference: 2010.4.1.A.1
 2. Bid Schedule Description: Mobilization, Demobilization, Bonding and Insurance ...Lump Sum (LS)

SUPPLEMENTAL TECHNICAL SPECIFICATIONS - 10

Section 5

Technical Specifications

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**SECTION 01010
SUMMARY OF WORK**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Owner-Provided Products
- B. Contractor Use of Site and Premises
- C. Project Summary
- D. Special Project Conditions
- E. Modifications to the City of Post Falls Standard Construction Specifications and Drawings
- F. Submittals
- G. Work Restrictions
- H. Work Sequence

1.2 OWNER-PROVIDED PRODUCTS

- A. None

1.3 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Access by property owners.
 - 2. Work by others and work by Owner.
 - 3. Maintain work schedule to allow traffic on 3rd Avenue at all times.
- B. Construction operations limited to city-owned parcel and public rights-of-way. Equipment, materials storage and staging by contractor shall not interfere with emergency vehicle access. Access to Meadowood Glen must be maintained at all times during construction.
- C. Time Restrictions for Performing Work. The work shall be complete in accordance with the time schedules set forth in the Instructions to Bidders and the Contract Documents.
- D. Utility Outages and Shutdown: Shall be arranged by Contractor through the appropriate utility company. All property owners affected by such outages shall be notified twenty-

four (24) hours prior to outage and given a two (2) hour reminder. Contractor shall not commence utility outage without adequate notice to affected property owners. Delays and expenses resulting from Contractor's failure to notify affected property owners shall be at no additional cost to Owner.

1.4 PROJECT SUMMARY

- A. Work includes but is not limited to parking lot reconstruction, curb, gutter, sidewalk, paved trail, landscaping, lighting, water service line, signing, pavement marking, and drainage infrastructure.

1.5 SPECIAL PROJECT CONDITIONS

- A. Construction Standards – All work shall be completed in according to the project drawings and specifications. The project Specifications supplement the City of Post Falls Standard Construction Specifications and Drawings. In case of conflict, the most stringent requirement applies. Idaho Standard Public Works Construction (ISPWC) Specifications and Details also apply where specifications or details are not provided in the project drawings and specifications or the City of Post Falls Standards.
- B. Permits and Fees – Contractor is responsible to coordinate, prepare and obtain all permits required to complete the work.

1.6 MODIFICATIONS TO THE CITY OF POST FALLS STANDARD CONSTRUCTION SPECIFICATIONS AND DRAWINGS

- A. As modified on the specifications and standards

1.7 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Provide detailed outage and time schedule plan for each work item that may impact wastewater collection system operation. Provide long-range and short-range plans, as appropriate for coordinating work with Owner.

1.8 WORK RESTRICTIONS

- A. Utilities shall be completed, tested, and approved prior to placing aggregates, paving, or placing concrete.
- B. All work shall conform to the Idaho Standards for Public Works Construction (ISPWC), Idaho Administrative Procedure Act (IDAPA), these plans and contract documents and any other specifications listed below.
- C. Comply with all applicable Idaho Department of Environmental Quality (IDEQ) requirements for water and wastewater handling.

- D. The Contractor shall comply with the IDEQ General Permit for Stormwater Discharge associated with construction activities (otherwise known as the Construction General Permit or CGP) and submit a: Notice of Intent (NOI) for permit coverage under the CGP. Information regarding the CGP may be found online at <https://www.dew.idaho.gov/water-quality/wastewater/storm-water/>. The CGP does not relieve the Contractor from compliance with other regulations or requirements regarding stormwater pollution prevention including, but not limited to, protection of surface waters, prevention of soil runoff into drains, dust control, prevention of tracking soils to adjacent streets, fuel containment, or spill control. Contractor is to pay any fines assessed by the IDEQ as a result of construction activities. If fines are assessed to the City of Post Falls as a result of CGP violations, the fees will be deducted from the progress payment retainage withheld on the project.
- E. All operations conducted on the premises shall be restricted by ordinance and no more than the hours between 6:00 am and 10:00 pm weekdays and Saturdays unless otherwise approved by the City. This includes the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment or any other associated equipment.
- F. Contractor shall coordinate with state and local inspection agencies as required for inspection and approval of the work (e.g., plumbing, mechanical, electrical, building, etc.).
- G. All safety standards and requirements shall be the responsibility of the contractor and complied with as set forth by OSHA.

1.9 WORK SEQUENCE

- A. The contractor shall stage driveways to allow vehicular ingress/egress at all times for residents. Any driveway closures must be approved by the City Engineer.
- B. Contractor shall be solely responsible for sequencing all construction activities to meet the requirements of the Contract Documents. Refer to Section 01014 – Work Sequence for additional requirements.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01010 - 3

SUMMARY OF WORK

**SECTION 01014
WORK SEQUENCE**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Owner Occupancy
- B. Applicable Standards
- C. Submittals
- D. General Work Sequence

1.2 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, facilitate Owner's operations, and schedule the Work to accommodate this requirement.

1.3 APPLICABLE STANDARDS

- A. City of Post Falls Standard Construction Specifications and Details.
- B. The Idaho Standards for Public Works Construction (ISPWC) will apply to this project except as modified by these technical specifications.
- C. Comply with all applicable Idaho Department of Environmental Quality requirements for water and wastewater handling.

1.4 SUBMITTALS

- A. Submit under Specification Section 01300.

1.5 GENERAL WORK SEQUENCE

- A. Closure of private access over the weekend (Saturday–Sunday) is not allowed, unless specifically authorized by the Owner.
- B. Americans with Disabilities Act (ADA) – accessible pedestrian access shall be maintained at all times to the extent possible by construction activities. Where ADA routes are closed, the Contractor shall place “Sidewalk Closed” signs at crossing locations prior to the sidewalk closure.

- C. Propose and/or provide alternate routes or means of entry as required for impacted residences and businesses.
- D. All trenches shall be backfilled to neat line and compacted daily. Open trenches shall not be left overnight without Engineer's approval.
- E. Contractor shall maintain sanitary service to all properties at all times.
- F. Contractor shall maintain domestic water service to all properties at all times, except for approved durations to reestablish water service connections to the new water main. Coordinate with Ross Point Water district and the engineer to schedule any outages, at least 1 week prior to outage.
- G. Contractor shall re-grade vehicle travel areas affected by construction to a condition suitable to allow passage of a two-wheel-drive passenger vehicle prior to opening for travel.
- H. Prior to starting any work on private property, if applicable, Contractor shall photograph existing surface features and conditions that could be impacted by Contractor's activities and shall submit two (2) copies of a photo docket of each property to the Engineer. The photo dockets shall be clearly organized and annotated as necessary to document the existing condition of surface features. The photo dockets shall be used to evaluate the completeness of restoration and repair work required for project completion.
- I. Contractor's Attention is directed to Section 2.03 Commencement of Contract Times; Notice to Proceed of the General Conditions.
- J. Construct work in an orderly and timely manner and minimize vehicular and pedestrian traffic disruption. Coordinate construction schedule and operations with Engineer and Owner.
- K. Construct all system improvements in such a manner as to keep both water and sewer systems operational.
- L. The work shall be carried on at such places on the project and also in such an order of precedence as may be found necessary by the Engineer to expedite the completion of the project. After work has begun on any portion or designated part of the project, it shall be carried forward to its final completion unless otherwise approved by the Engineer. All work shall conform to the provisions of the approved Contractor's schedule.
- M. Coordinate with utility companies for timely completion of required services.
- N. Access rights to affected private properties in order to complete pavement marking construction must be acquired prior to the contractor mobilizing.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 WORK SEQUENCE

- A. The Contractor shall submit a detailed work sequence plan prior to the preconstruction meeting for consideration and approval of the Owner and Engineer. The plan shall take into consideration as a minimum: dust control, traffic control, pedestrian control including access for disabled individuals, leaving areas unrestored more than 12 hours with no construction operations, accesses to and from commercial and residential property and multiple work tasks.

END OF SECTION

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**SECTION 01019
CONTRACT CONSIDERATIONS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Application for Payment
- B. Bidding and Construction Considerations
- C. Change Procedures
- D. Measurement and Payment – Unit Prices
- E. Testing

1.2 RELATED SECTIONS

- A. Division 100 – General Conditions
- B. Section 01010 – Summary of Work
- C. Section 01025 – Measurement and Payment
- D. Section 01300 – Submittals
- E. Section 01600 – Materials and Equipment
- F. Section 01700 – Contract Closeout

1.3 APPLICATION FOR PAYMENT

- A. Submit three copies of each application on Engineers Joint Contract Documents Committee (EJCDC) Form C-620, Contractors Standard Form, or electronic media printout from the approved schedule of values.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment. For each item on the bid schedule, provide a column for listing: Item Number, Description of Work, Unit Price, Quantity, Amount, Previous Applications, Work in Place under this Application, Authorized Change Orders, Total Completed to Date of Application, Percentage of Completion, Balance to Finish, and Retainage.
- C. Revise schedule to list approved Change Orders with each Application for Payment.
- D. Payment Period: Payment period shall be established by Owner in conformance with the Agreement and the General Conditions.

- E. Waiver of Liens: The Contractor shall provide a Waiver of Lien to the Owner as part of the Application for Payment.
- F. Prepare Application for Final Payment as specified in Section 01700.
- G. When Engineer requires substantiating information, submit data justifying dollar amounts in question.

1.4 BIDDING AND CONSTRUCTION CONSIDERATIONS

- A. The Contractor may encounter existing structures which are not properly shown on the plans and affect the progress of construction. The Contractor shall notify the Engineer before continuing with construction, to allow field revisions needed to avoid the conflict, to be completed.
- B. Failure to notify the Engineer of conflicts and proceeding without direction from the Engineer is done at the Contractor's own risk.
- C. Field Relocation: Relocation in construction shall be made only at the direction of the Engineer. Unforeseen obstructions encountered as a result of these relocations will not be subject to claims for additional compensation by the Contractor to any greater extent than would have been the case had the obstruction been encountered along or in the original location.
- D. Access to and from all residences shall be provided.
- E. Street construction shall be scheduled such that there is continuous access for fire, police protection, and other emergency service providers.
- F. The Contractor shall coordinate all fire protection and vehicular traffic control measures with emergency service providers (fire and police). The Contractor shall inform these agencies of current construction schedules at least weekly and cooperate with them to insure they can provide adequate service. The Engineer shall be kept apprised of all conversations with these agencies; copy all correspondence to Engineer for informational purposes.
- G. The Contractor shall furnish, erect and maintain approved fences, barricades, lights, signs and other control devices for both vehicular and pedestrian traffic necessary to prevent accidents and avoid damage and injury to the public. Traffic control devices shall be placed and maintained in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- H. Maintenance of barricades, barriers, flares, signals, etc. is the responsibility of the Contractor. Failure by the Engineer or public officers to notify the Contractor to maintain safety devices shall not relieve the Contractor from his responsibility.
- I. Hours of Operation: All operations conducted on the premises shall be restricted by ordinance and no more than the hours between 6:00 am and 10:00 pm weekdays and

Saturdays unless otherwise approved by the City. This includes the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment or any other associated equipment. Work during times other than these requires payment of observation and construction management time.

- J. Contractors Superintendent shall be on the site at all times work crews are present.

1.5 CHANGE PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by EJCDC Article 9.04 by issuing supplemental instructions on EJCDC Form C-942 Field Order.
- B. Contractor will submit the name of the individual authorized to receive change documents and be responsible for informing others in contractors employ or subcontractors of changes to the work.
- C. The Engineer may issue a Notice of Change, which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within ten (10) days.
- D. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600.
- E. Stipulated Sum/Price Change Order: Based on Contractor's request for a Change Order as approved by the Engineer.
- F. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Work Directive Change. Changes in Contract Price or Contract Time will be computed as specified for Time and Material Change Order.
- G. Work Directive Change: Engineer may issue a directive on EJCDC Form C-940 Work Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate a method of determining any change in Contract Price or Contract Time. The Contractor shall promptly execute the change.
- H. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Engineer will recommend to the Owner the change allowable in Contract Price and Contract Time as provided in the Contract Documents.



- I. All change orders and work directive changes must be approved by the Owner and Engineer prior to commencing the change. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- J. Change Order Forms: EJCDC Form C-941.
- K. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- L. Promptly revise progress schedules to reflect any changes in contract time, revise sub-schedules to adjust time for other items of work affected by the change and resubmit.
- M. Revise project record documents per the changes.
- N. Revise Schedule of Values and Application for Payment forms to record each authorized Change Order and adjust contract price.

1.6 MEASUREMENT AND PAYMENT – UNIT PRICES

- A. Authority: Measurement methods are delineated in the individual specification sections.
- B. Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities.
- C. Unit Quantities: Quantities and measurements indicated in the Bid Schedule are for contract purposes only unless stated otherwise in specific specification sections. Quantities and measurements supplied or placed in the Work shall determine payment.
- D. Payment Includes but is not limited to: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and the erection, application or installation of an item of the Work; overhead and profit, required to complete that work.
- E. Unless the work to be done is specifically called out to be measured and paid for in the Unit Price Schedule, payment for such work shall be included in other applicable items, and there be no separate measurement and payment for the work.

1.7 TESTING

- A. Contractor will be responsible for obtaining the services of an approved third-party compaction, asphalt testing firm. Firm selection will be subject to Engineers approval.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals
- B. Schedule of Estimated Progress Payments
- C. General Description of Measurement and Payment
- D. Application for Payment
- E. Nonpayment for Rejected or Unused Goods
- F. Partial Payment for Stored Materials and Equipment

1.2 SUBMITTALS

- A. Informational Submittals:
 - 1. Schedule of Estimated Progress Payments:
 - a. Submit with initially acceptable Schedule of Values for Lump Sum Projects.
 - b. Submit adjustments thereto with Application for Payment.
 - 2. Application for Payment.
 - 3. Final Application for Payment.

1.3 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.4 GENERAL DESCRIPTION OF MEASUREMENT AND PAYMENT

- A. Measurement and Payment for the bid items listed in the Bid Form - Unit Price Schedule shall be on the basis of the description in the Contract Documents. Unless the work to be done is specifically called out to be measured and paid for in the Bid Form - Unit Price

Schedule, payment for such work shall be included in other applicable items, and there shall be no separate measurement and payment for the work.

- B. Items listed in the Bid Form - Unit Price Schedule as lump sum (LS) shall include all work for the complete installation as generally described in the Contract Documents.
- C. Payment shall be made at the contract unit bid price listed in the Bid Form - Unit Price Schedule. The price listed therein shall be payment in full for all labor, tools, equipment, materials, etc., which are required to construct the respective bid items according to the Contract Documents including all work and materials incidental thereto.
- D. Partial payment for unit bid items and lump sum bid items only partially completed at the end of monthly pay periods shall be made based upon the percentage of work completed and according to the Schedule of Values.

1.5 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form in the bid documents. The Engineer can provide the form as a spreadsheet.
- C. Provide separate form for each schedule as applicable.
- D. Include accepted Schedule of Values for each schedule or portion of work, the unit price breakdown for the work to be paid on unit price basis, if applicable, and allowances, as appropriate.
- E. Preparation:
 - 1. List each Change Order executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule as applicable.
 - 2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be required by Engineer.
- F. Progress payments will be made monthly.
- G. The date for Contractor's submission of monthly Application for Payment shall be established at the Preconstruction Conference.

1.6 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for the following:
1. Loading, hauling, and disposing of rejected material.
 2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
 3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
 4. Material not unloaded from transporting vehicle.
 5. Defective work not accepted by Owner.
 6. Material remaining on hand after completion of Work.
 7. Products placed beyond lines and levels of required Work.

1.7 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored on site unless submittals and/or Shop Drawings are approved by Engineer and the items are properly stored, secured, and maintained in accordance with manufacturer's requirements.
- B. No payment shall be made for materials or equipment not delivered to the site.
- C. Final Payment: Final payment will be made for products only incorporated in work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

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**SECTION 01039
COORDINATION AND MEETINGS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination
- B. Field Engineering
- C. Preconstruction Conference
- D. Progress Meetings
- E. Utility Coordination
- F. Alteration Project Procedure
- G. Cutting and Patching

1.2 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable. Utilize spaces efficiently to maximum accessibility for other installations, for maintenance, and for repairs.
- C. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.
- ~~D. Coordinate Start-up with the Engineer and State Agencies.~~
- E. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having independent responsibilities for installing, connecting to, and placing in service, such equipment.

1.3 FIELD ENGINEERING

- A. Contractor will provide survey for the project.

- B. The Contractor will locate and protect survey control and reference points and generate other points as necessary for completing the work. Contractor shall verify control provided and notify the Engineer of any discrepancy or error. The Contractor shall maintain and protect all survey control points provided by owner. Replacement of survey control and reference points will be at the contractor's expense.
- C. Control datum for survey is that established by Owner provided survey.

1.4 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a preconstruction conference after Notice of Award.
- B. Attendance Required: Owner or his representative, Engineer, resident project representatives, and Contractor.
- C. Agenda:
 - 1. Submission of executed bonds and insurance certificates.
 - 2. Distribution of Contract Documents.
 - 3. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
 - 4. Designation of personnel representing the parties in Contract, and the Engineer.
 - 5. Procedures and processing of field decisions, submittals, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling. Contractor shall submit a schedule for the entire scope of work, including subcontractor work. The schedule must be approved by the Engineer prior to commencement of work. Update schedule monthly with each Application for Payment to the Engineer. Construction shall not proceed without a project schedule.
 - 7. Surveying, layout and scheduling.

1.5 PROGRESS MEETINGS

- A. The Engineer will schedule and administer meetings as needed by Owner, Contractor, and Agencies throughout progress of the Work, expected to occur weekly.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Engineer, and Agencies, as appropriate to agenda topics for each meeting.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.

5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

1.7 UTILITY COORDINATION

- A. Coordinate all construction activities with affected utilities, including, but not limited to:
 1. Spectrum
 2. Frontier Communications / Zply Fiber
 3. U.S. Sprint
 4. City Of Post Falls
 5. Avista Utilities Service

1.8 ALTERATION PROJECT PROCEDURES

- A. Materials: Shall be as specified; match existing products and work for patching and extending work.
- B. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
- C. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance. Notify Engineer of any drainage problems which may occur prior to finishing this work.
- D. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make a recommendation to the Engineer.
- E. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections as a result of this project.
- F. Finish surfaces as specified in specifications.

1.9 CUTTING AND PATCHING

- A. Employ skilled and experienced personnel to perform cutting and patching.
- B. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- C. Restore Work with new products in accordance with requirements of Contract Documents.
- D. Identify any hazardous substance or condition exposed during the Work to the Engineer for decision or remedy.
- E. Provide all shoring, bracing support and/or other means of protection necessary to maintain structural integrity of the work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

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SECTION 01080
GENERAL REQUIREMENTS DEFINITIONS & STANDARDS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Throughout the Contract Documents, reference is made to Codes and Standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
- B. Where materials or workmanship are required by these Contract Documents to meet or exceed a specific local Code or Standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specific local Code or Standard.
- C. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Owner's Representative, to deliver to the Owner's Representative all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specific local Code or Standard. Such proof shall be in the form requested in writing by the Owner's Representative, and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Owner's Representative.
- D. Related Work Described Elsewhere: Specific naming of Codes or Standards occurs on the Drawings and in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Familiarity with Pertinent Codes and Standards: In procuring all items used in this Work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named Codes and Standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
- B. Rejection of Non-Complying Items: The Owner's Representative reserves the right to reject items incorporated into the Work that fail to meet the specified minimum requirements. The Owner's Representative further reserves the right, and without prejudice to other recourse the Owner's Representative may take, to accept non-complying items subject to an adjustment in the Contract amount as approved by the Owner's Representative and the Owner.
- C. Applicable standards that may be listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:
 - 1. AASHTO = American Association of State Highway and Transportation Officials, 341 National Press Building, Washington D.C. 20004

2. ACI = American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48219
3. AISC = American Institute of Steel Construction, Inc., 1221 Avenue of the Americas, New York, New York 10020
4. ANSI = American National Standards Institute (successor to USASI and ASA) 1430 Broadway, New York, New York 10018
5. ASTM = American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103
6. AWS = American Welding Society, Inc., 2501 N.W. 7th Street, Miami, Florida 33125
7. AWWA = American Water Works Association, Inc., 6666 West Quincy Avenue, Denver, Colorado 80235
8. CRSI = Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago, Illinois 60610
9. CS = Commercial Standard of NBS, U.S. Department of Commerce, Government Printing Office, Washington D.C. 20402
10. FGMA = Flat Glass Marketing Association, 3310 Harrison, Topeka, Kansas 66611
11. NAAMM = The National Association of Architectural Metal Manufacturers, 1033 South Boulevard, Oak Park, Illinois 60302
12. NEC = National Electrical Code (see NFPA)
13. NEMA = National Electrical Manufacturers Association, 155 East 44th Street, New York, New York 10017
14. NFPA = National Fire Protection Association, 470 Atlantic Avenue, Boston, Massachusetts 02210
15. SDI = Steel Deck Institute, 235 Addison Avenue, Elmhurst, Illinois 60125
16. SSPC = Steel Structures Painting Council, 4400 5th Avenue, Pittsburgh, Pennsylvania 15213
17. TCA = Tile Council of American, Inc., P.O. Box 326, Princeton, New Jersey 08540
18. UL = Underwriters' Laboratories, Inc., 207 East Ohio Street, Chicago, Illinois 60611
19. Fed Specs = Specifications Sales (3Fri), Bldg. 197 and Fed Washington Navy Yard, General Services Standards Administration, Washington D.C. 20407
20. MIL-SPECS = Military Specifications, Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402
21. UBC = Uniform Building Code, International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601
22. ITD or ITDSSHC = Idaho Transportation Department Standard Specifications for Highway Construction and Standard Drawings, Latest Edition(s)

23. WAQTC = Western Alliance for Quality Transportation Construction
24. ISPWC = Idaho Standards for Public Works Construction, Latest Edition (if not specified)

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

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SECTION 01080 - 4

**GENERAL REQUIREMENTS
DEFINITIONS & STANDARDS**

**SECTION 01300
SUBMITTALS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal Procedures
- B. Construction Progress Schedules
- C. Proposed Products List
- D. Shop Drawings
- E. Product Data
- F. Samples
- G. Manufacturers' Instructions
- H. Manufacturers' Certificates
- I. Spare Parts and Maintenance Materials

1.2 RELATED SECTIONS

- A. Section 01400 – Quality Assurance and Quality Control
- B. Section 01700 – Contract Closeout

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Owner's Representative accepted form.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project and deliver to Owners Representative at business address. Coordinate submission of related items.

- F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Owners Representative review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate at the Preconstruction Conference for Owners Representative review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities such as milestones. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of Work at each submission.
- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

1.5 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

1.6 SHOP DRAWINGS

- A. All shop drawings shall be accompanied by a written statement noting all deviations from the governing technical specifications and/or drawing and shall be referenced to

the appropriate paragraph of the section or page of the drawing. If there are no deviations, the statement shall be noted as such. Any submittal not accompanied by such a statement will be returned for resubmittal.

- B. Shop drawings are required for all mechanical installations. These drawings shall show adequate dimensions to review submittals for fit.
- C. After review distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 – Contract Closeout.

1.7 PRODUCT DATA

- A. Submit the number of copies, which the Contractor requires, plus two copies, which will be retained by the Owners Representative.
- B. Mark each copy to identify applicable materials, products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 – Contract Closeout.
- D. Arrangements for taking samples to be tested at Contractor's expense shall be coordinated by the Contractor and approved by the Owner's Representative.

1.6 SAMPLES

- A. Include identification on each sample, with full project information.
- B. Submit the number or samples specified in individual specification Sections; one of which will be retained by Owner's Representative.
- C. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.8 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Owner's Representative for review, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Owner's Representative.

1.10 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to project site; obtain receipt prior to final payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

TRANSMITTAL OF CONTRACTOR'S SUBMITTAL
(Attach to Each Submittal)

TO: J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, Idaho 83815

FROM: _____
(Contractor)

Date: _____

Submittal No.: _____ --
(Specification Section No.) - (Sequential No.)

New Submittal Resubmittal
Previous Submittal No(s): _____
Project: _____

Project No.: _____

(Cover only one section with each transmittal)

SUBMITTAL TYPE: Shop Drawings Administrative Sample
 Quality Control Contract Closeout Or-Equal/Substitute

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

CONTRACTOR hereby certifies that (i) CONTRACTOR has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____
CONTRACTOR (Authorized Signature)

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SECTION 01400
QUALITY ASSURANCE AND QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Control
- B. Quality Assurance
- C. References
- D. Field Samples
- E. Construction Observation
- F. Manufacturers' Field Services and Reports
- G. Tolerances

1.2 RELATED SECTIONS

- A. Section 01300 – Submittals
- B. Section 01600 – Materials and Equipment

1.3 QUALITY CONTROL

- A. The Contractor shall coordinate and provide quality control, which shall include the necessary proctor(s) combined with compaction testing performed by an independent testing firm to perform the following, at a minimum:
 - 1. Samples, proctors, testing reports.
 - 2. Establish the compaction processes required to meet the requirements of the Contract Documents.
 - 3. Perform all compaction testing as outlined in the contract documents.
- B. The 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.
- C. 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.

- D. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- E. Comply fully with manufacturers' instructions, including each step in sequence.
- F. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- G. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- H. Perform work by persons qualified to produce workmanship of specified quality.
- I. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- J. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

1.4 QUALITY ASSURANCE

- A. The Owner or the Owner's Representative will perform Quality Assurance as deemed necessary by the Owner or the Owner's Representative. Quality Assurance may include the observation and testing of the Contractor's work. Testing will occur after Contractor's Quality Control Measures as deemed necessary by the owner. Quality Assurance may be any of the following:
 - 1. Tests by an independent laboratory testing agency or Engineer of Record.
 - 2. Observation of work.
 - 3. Review of contractors third party testing and results.
- B. The Contractor shall coordinate his work with the Engineer and cooperate with testing personnel. The Contractor shall:
 - 1. Submit weekly schedules and updates by noon Friday for the following week's work elements with days requiring testing services clearly identified.
 - 2. Notify Engineer 24 hours prior to expected time for operations requiring services.
 - 3. Failure of Contractor to provide adequate notice (as specified above) shall not be grounds for claims of delay by the Contractor.
- C. Re-testing required because of non-conformance to specified requirements shall be performed at no cost to the Owner. Contractor shall be responsible for payments due by re-testing. Payment for re-testing by the Owner will be charged to the Contractor by deducting the inspection and testing charges from the Contract Price.

1.5 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.7 CONSTRUCTION OBSERVATION

- A. The Owner may provide observation during construction for quality assurance as defined in the Contract Documents. Contractor shall cooperate with the observer.
- B. The Contractor shall provide the equipment and manpower to conduct all acceptance as required in the Specifications.
- C. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Contractor shall be responsible for payments due for retesting. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Price.
- D. When concrete is required on the project, the Contractor, at his cost, shall be responsible to coordinate and perform required tests including but not limited to entrained air, slump, cylinders and strength at his expense.
- E. The contractor shall provide the equipment and manpower to conduct all tests on underground utilities as required in the specifications, except as outlined in this section.
- F. The Contractor shall provide the equipment and manpower to conduct all acceptance (leak, pressure, etc.) tests on underground utilities as required in the Specifications.

- G. The Contractor shall notify the Engineer of the time in which tests are to be run twenty-four (24) hours prior to testing.
- H. The Contractor shall provide adequate samples of all aggregate materials, native or imported, used for construction to a lab for sieve analysis and proctor results. The Contractor is responsible for cost of providing samples and the cost of all sieve analysis and proctor tests required. The required number of production quality control tests for the various materials are listed in the specific product section. The Contractor shall provide asphalt cores and extractions as required for the verification of plant mix and compaction coordination per the owner's standards.
- I. The Contractor shall supply mix designs for asphalt, at his expense.
- J. The contractor shall provide his own quality control testing for asphalt placement, compaction, and roller pattern on asphalt. The owner shall complete final acceptance testing on compaction at the Owners discretion, may accept third party testing results.
- K. Reports will be submitted to the Engineer indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents and the proctor results.
- L. Cooperate with the Engineer; furnish samples of materials, mix designs, equipment, tools, storage and assistance as requested.
 1. Notify Engineer and independent testing firm 24 hours prior to expected time for operations requiring services.
 2. Notify Engineer and independent testing firm 24 hours prior to expected time for operations requiring services.
 3. Make arrangements with independent testing firm and pay for samples and test required for Contractor's use.

1.8 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment, as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report within 15 days of observation to Engineer for review.

1.9 TOLERANCES

- A. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- B. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- C. Adjust products to appropriate dimensions; position before securing products in place.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01400 - 6

**QUALITY ASSURANCE
AND QUALITY CONTROL**

SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Controls: Barriers, Water Control, Dust Control, Erosion and Sediment Control, Pollution Control, Noise Control, Security, Tree and Plant Protection, And Protection of Installed Work
- B. Construction Facilities: Access Roads, Parking, And Progress Cleaning
- C. Removal of Utilities, Controls, And Facilities
- D. Requirements of Regulatory Agencies
- E. Rubbish Control

1.2 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01039 – Coordination and Meetings
- C. Section 01700 – Contract Closeout

1.3 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, to protect public safety, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide the necessary barriers to protect pedestrians from dangerous portions of work (vaults, trenches, etc.).
- C. Provide protection for plant life designated to remain. Replace damaged plant life at Contractor's expense.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.4 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment as needed.

- B. Contractor responsible for complying with Environmental Protection Agency (EPA) and Idaho Department of Environmental Quality (IDEQ) rules and regulations.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion and puddling.

1.5 DUST CONTROL

- A. This item shall consist of furnishing and applying POTABLE water required in construction and for dust control, in accordance with the requirements of these specifications.
- B. Water, when required, shall be applied at the locations and in the amounts required to properly compact the work. An adequate water supply shall be provided by the Contractor. The equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts required.
- C. If required, watering shall be done at night or at other times when evaporation loss will be at a minimum.
- D. In watering of subgrades, the Engineer may direct the Contractor to apply water in such quantities that the subgrade shall be compacted at a moisture content in excess of "optimum moisture." In no case will the Contractor be required to apply water in excess of three percent (3%) of optimum moisture.
- E. The Contractor shall apply water during the course of the work to control dust, maintaining all embankment and base courses in a damp condition.
- F. The Contractor shall provide sufficient equipment to apply water as directed for controlling dust caused by construction activities. If dusty conditions continue to exist due to insufficient or inadequate watering practices or lack of watering equipment, it shall cause the closing down of those operations affected until remedied. Watering shall be done on Saturdays, Sundays, and Holidays at the same frequency and amounts as specified for working days at the Contractor's expense.
- G. Watering equipment shall consist of water-tight tanks mounted on trucks, adequately powered, and capable of applying water as required. The water shall be applied under pressure from the tank through a spray apparatus as directed. The spray apparatus shall be equipped as to provide uniform, unbroken spread of water over the surface being watered. A suitable device for positive shut-off and for regulating the flow of water shall be located so as to permit positive drive control from the cab.

1.6 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

- B. Minimize amount of bare soil exposed at one time and comply with any Storm Water Pollution and Prevention Plan requirements.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosion of surface materials.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.7 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Equipment and fuel storage shall be kept secured. Waste oil and waste fluids shall not be stored or changed at construction site.
- C. Spills of hazardous or toxic materials shall be promptly reported to the IDEQ. Contractor shall take emergency measures to limit the amount of the releases at Contractor's own expense.
- D. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the EPA or the US Department of Agriculture (USDA). Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.8 NOISE CONTROL

- A. Construction involving noisy operations, including starting and warming up of equipment, shall be per city ordinance and no greater than the hours between 6:00 am and 10:00 pm on weekdays if allowed by ordinance. Noisy operations shall be scheduled to minimize their duration and to ensure their completion by 10:00 pm.
- B. Notification of special circumstances or emergency conditions that require work beyond the hours specified above shall be provided as follows:
 - 1. The Contractor shall notify the Engineer 14 calendar days in advance of any proposed extended work hours for preauthorization. Notification shall include a written request for authorization to perform work specified and the circumstances that warrant this request. This notification shall include any additional measures to mitigate noise generated by this construction activity if deemed necessary by the Engineer.

2. If an emergency situation occurs that warrants extended hours, the Contractor shall notify the Engineer immediately upon determining the need for this work.

1.9 SECURITY

- A. Provide security and facilities to protect work from unauthorized entry, vandalism or theft.

1.10 TREE AND PLANT PROTECTION

- A. All landscaped and non-landscaped areas and other surface improvements which are damaged by actions of the Contractor shall be restored to a condition equal to or better than it was prior to construction. Areas shall not be cleared until related construction activities require the work.

1.11 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

1.12 ACCESS ROADS

- A. Provide and maintain access to local residents.
- B. Provide and maintain access, free of obstruction, to fire hydrants.
- C. Provide and maintain access for emergency vehicles.
- D. The Contractor shall place and maintain 2 inches \pm 1/2-inch cold patch prior to opening any previously paved travel lanes. At no time shall traffic be allowed to travel on temporary gravel roadways where paving previously existed.

1.13 PARKING

- A. Do not allow construction personnel to park in any way which may affect the access and egress of emergency vehicles and individuals using the site. In no way shall the contractor be allowed to park in the traveled way that disrupts traffic.

1.14 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Work area should be cleaned up every time the contractor moves on to another segment of work.
- B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site in approved facilities at no additional cost to Owner.
- C. Remove dirt and mud tracked at the project and streets from the construction site daily, or as may be required.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.16 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with applicable Federal and State rules and regulations, local codes and ordinances.
- B. Comply with utility company requirements.
- C. The Contractor's attention is alerted to the strict enforcement and requirements of the "Occupational Safety and Health Act" and "Safety and Health Regulations for Construction" as set forth in Title 29, CFR, which apply to all operations within this contract. The Contractor shall comply with all provisions thereof and make such reports and maintain such records as the act requires.
- D. The Contractor will be solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- E. The duty of the Engineer to conduct construction reviews of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- F. Comply with all Federal, State, and local laws and regulations that apply to water pollution and soil contamination.

1.17 RUBBISH CONTROL

- A. During the progress of the work, the Contractor shall keep the site of the work and other areas used in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site and shall establish regular intervals of collection and disposal of such materials and waste. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

**SECTION 01600
MATERIALS AND EQUIPMENT**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Transportation and Handling
- C. Storage and Protection
- D. Product Options
- E. Substitutions

1.2 RELATED SECTIONS

- A. Instructions to Bidders: Product options and substitution procedures
- B. Section 01400 – Quality Assurance and Quality Control:

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly review shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for review. Periodically review to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

- A. Owners Representative will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.

3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit a request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 3. The Owners Representative will notify Contractor, in writing, of decision to accept or reject request.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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**SECTION 01700
CONTRACT CLOSEOUT**

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Closeout Procedures
- B. Progress Cleaning
- C. Final Cleaning
- D. Surface Restoration
- E. Adjusting
- F. Project Record Documents

1.2. RELATED SECTIONS

- A. Section 01019 – Contract Consideration
- B. Section 01300 – Submittals
- C. Section 01500 – Construction Facilities and Temporary Controls

1.3. CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been reviewed, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Submit Warranty Certificates.
- C. Provide submittals to Engineer that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4. PROGRESS CLEANING

- A. Streets and sidewalks affected by construction - debris shall be removed to avoid accidents.
- B. As work progresses through the project area, those areas that have been substantially completed shall be cleaned.

- C. Storm drain system and catch basins adjacent to the site and affected by tracked dirt shall be cleaned after the project. Intermediate steps to ensure sediment transport to catch basins are controlled shall be taken through the SWPPP.

1.5. FINAL CLEANING

- A. Execute final cleaning prior to final review.
- B. Clean equipment and fixtures to a sanitary condition.
- C. Clean debris from drainage systems.
- D. Clean site; sweep paved surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.6. SURFACE RESTORATION:

- A. Restore any damaged surface to a condition equal to or better than it was prior to construction.

1.7. ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- B. Adjust all products to assure smooth and proper fit.

1.8. PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract
 - 5. Reviewed shop drawings, product data, and samples
 - 6. Construction photographs
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:

1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract Drawings.
- F. Draw a line through the Engineer title block and seal on all documents submitted as Record Drawings. Make sure that each of these documents contains the names and dates of the people recording the record information.
- G. Submit documents to Engineer with claim for final Application for Payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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**SECTION 01745
WARRANTY PROCEDURES**

PART 1 GENERAL

1.1 DESCRIPTION

A. Requirements

1. Correction of Defective Work During Warranty Period

- a. The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship provided under the terms of this Contract, and pay for any damage to other works resulting from such defects, that become evident within one year after the date of final acceptance of the work or within one year after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Unremedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty.
- b. Defects in material, workmanship, or equipment that are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of one year after the defect has been remedied.
- c. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article 1.01, Substantial Completion, of the General Conditions.
- d. The Contractor also agrees to hold the Owner and the Engineer harmless from liability of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly or in an emergency where delay would cause serious risk, loss, or damage, the Owner may have the defective work corrected or the rejected work removed and replaced, and the Contractor and his Surety shall be liable for the cost thereof.

2. Additional requirements for warranties may be included in individual specification sections. See General Conditions and Paragraph 1.03 below for warranty requirements and obligations.
3. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of occupancy by the Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any warranties or responsibilities for faulty materials and workmanship.

B. Definitions

1. “Guarantee” and “Warranty” are used interchangeably and are understood to mean the same thing.
2. “Standard product warranties” are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
3. “Special warranties” are written warranties required by or incorporated in the Contract Documents either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

C. Types. Categories of warranties required for the work and specified in these Contract Documents include:

1. Special project warranty (Contractor’s Warranty–attached) issued by the Contractor and, where applicable, a subcontractor or supplier (Subcontractor/Supplier Warranty–attached).
2. Specified product warranty issued by a manufacturer or fabricator for compliance with requirements in the Contract Documents.
3. Coincidental product warranty, available on a product incorporated into the work by virtue of manufacturer’s publication warranty without regard for application requirements (non-specified warranty).
4. Refer to individual sections of Specifications for requirements of specified warranties.

D. Disclaimers and Limitations. Manufacturer’s disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the product.

1.2 SUBMITTALS

A. General

1. Prepare per Section 01300 – Submittals, and as follows.

2. For subcontractor warranties as specified a warranty by each such.
3. The Contractor shall be responsible for obtaining manufacturer warranties.
4. Other warranties shall be specified in individual Specification sections.

B. Information Required

1. Table of contents identifying separate warranties by Specification section number and name.
2. Contractor's warranty of the work per Contract requirements.
3. Warranties, certificates, and bonds for all portions of the work per individual sections of the Specifications.
4. Certificate of occupancy obtained from the appropriate building officials.

C. Distribution

1. Submit one preliminary copy to the Engineer for review.
2. Upon review of preliminary copy, prepare and submit two final copies to the Engineer—one for the Engineer and one for the Owner.

1.3 ONE-YEAR CERTIFICATION

- A. **Eleven-Month Inspection.** The Owner and Engineer will conduct an 11-month inspection that will result in a 1-year certification as to proper operation and performance of the completed construction project. The Contractor will be invited to take part in this inspection.
- B. **Testing.** The 11-month inspection will include inspection, operation, and testing of systems, components, and equipment that were furnished and installed as a part of this construction project.
- C. **Correction.** All items found to be in non-conformance with the design operation and performance requirements of these Contract Documents shall be corrected immediately by the Contractor at the Contractor's sole expense. Any operation and performance problems found to be a result of improper use or operation by the Owner will be corrected at the Owner's expense.

1.4 OWNER'S RECOURSE

- A. Warranties and warranty periods do not deprive the Owner of actions, rights, and remedies otherwise available for the Contractor's failure to fulfill requirements of the

Contract Documents. The Owner reserves the right to reject coincidental product warranties considered to be conflicting with or detracting from the requirements of the Contract Documents.

END OF SECTION

Section 6

Special Provisions

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SP-1
RECTANGULAR RAPID-FLASHING BEACON (RRFB)

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Furnishing and installing single-sided and double-sided rectangular rapid-flashing beacon (RRFB) systems with push button activation including signs, mounting pole, foundation and push button extensions, as required for a complete and working system.
 - 2. Removing and resetting existing RRFB systems with push button activation, as specified in the plans.

1.2 SUBMITTALS

- A. Submit proposed RRFB product data specifications.
- B. Submit push button product data specifications.
- C. Submit proposed mounting pole material specifications.
- D. Submit proposed push button extension, as required.

PART 2 MATERIALS

2.1 RRFB (SINGLE-SIDED)

- A. Single RRFB bar, AB-9702-20W-Yellow, Tell-Tale LED (JSF Technologies or approved equal)
- B. Single W11-2, Yellow/Black
- C. Single W16-7P, Yellow/Black
- D. Single Polara INX audible push button INX9WN0-Y-BD, 9"x12" instructional sign
- E. Pushbutton Extension (12-inch, Yellow) where noted

2.2 RRFB (DOUBLE-SIDED)

- A. Dual RRFB bar, AB-9704-40W-Yellow, Tell-Tale LED, Dual Controller will operate each RRFB bars independently (JSF Technologies or approved equal)

SP-1

**RECTANGULAR RAPID-
FLASIHNG BEACON (RRFB)**

- B. Dual RRFB bar, AB-9704-40W-Yellow, Tell-Tale LED, Dual Controller will operate each RRFB bars independently
- C. Two W11-2, back-to-back, Yellow/Black
- D. Two W16-7P, back-to-back, Yellow/Black
- E. Pedestrian Push Button, Two Polara INX audible push INX9WN0-Y-BD place side-by-side, 9"x12" instructional sign
- F. Pushbutton Extension (12-inch, Yellow) where noted

2.3 POLE AND BASE

- A. 4"x14', 4.5" OD, Schedule 40 Steel pipe (we can use Aluminum pipe)
- B. Aluminum Frangible pedestrian break-away base

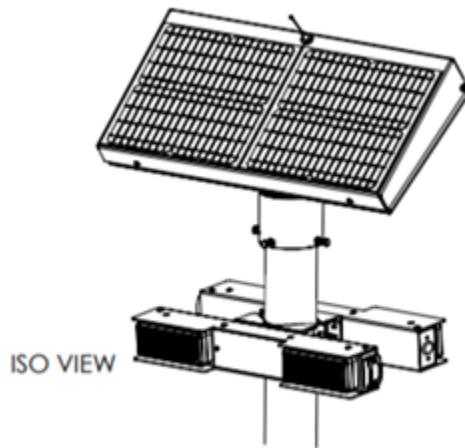
2.4 FOUNDATION

- A. Foundation shall consist of materials as detailed on the plans

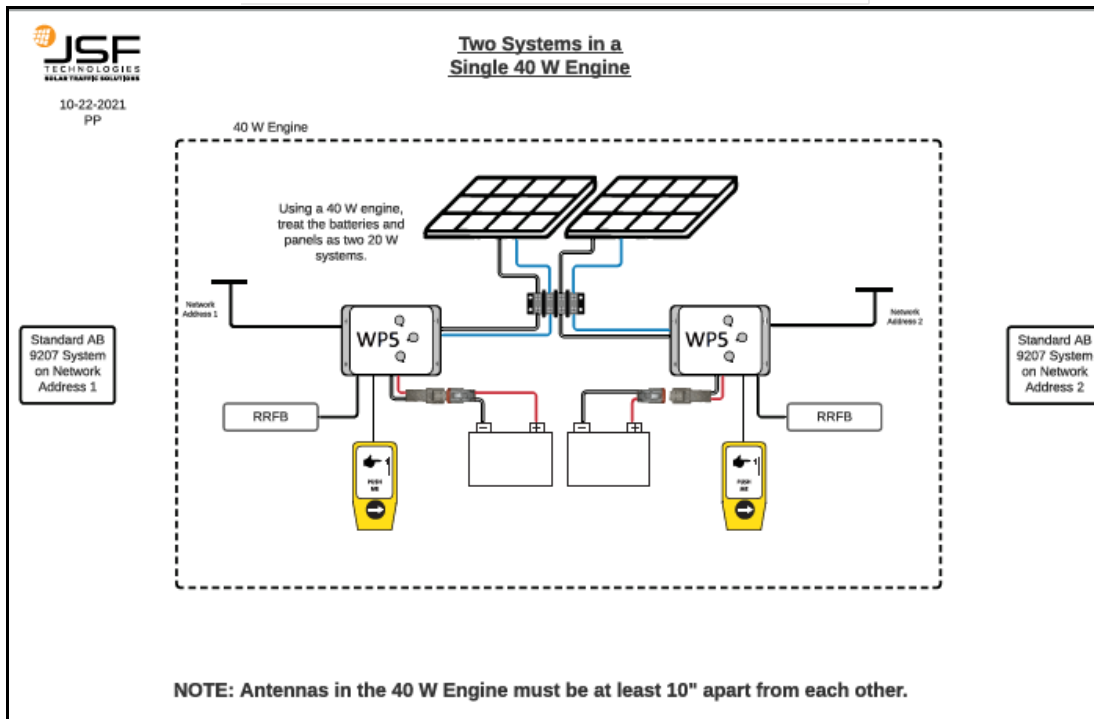
PART 3 EXECUTION

3.1 WORKMANSHIP

- A. Install RRFB system, push buttons, mounting pole, foundation, signs and all other appurtenances, as detailed in the plans and these specifications
- B. An isometric view and diagram of the two systems in a single 40W engine for the double-sided RRFB are shown as follows:



AB-9407-40W



PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to furnish and install a single or double-sided RRFB system. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Rectangular Rapid-Flashing Beacon (RRFB) Double-Sided

1. Bid Schedule Payment Reference: SP-1

SP-1

RECTANGULAR RAPID-FLASHING BEACON (RRFB)

2. Bid Schedule Payment Description: Rectangular Rapid-Flashing Beacon (Double-Sided)
3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, and materials required to furnish and install the double-sided RRFB system.

END OF SECTION

SP-1

**RECTANGULAR RAPID-
FLASIHNG BEACON (RRFB)**

SP-2

RESET SIGN ON NEW POST



PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Remove the existing sign face, brackets and brace angles, store and reset on new signpost as shown on the Plans. New signposts shall be comprised of new metal material, as specified below.

1.2 SUBMITTALS

- ###### A. Submit proposed signpost material.

PART 2 MATERIALS

2.1 GENERAL



- ###### A. Provide new metal posts comprised of 2-inch Telspar in a 2-1/4" Telspar sleeve in a concrete foundation, consistent with SD-2016.

PART 3 EXECUTION

3.1 WORKMANSHIP



- ###### A. Construct new metal posts per SD-2016.

PART 4 MEASUREMENT AND PAYMENT

- ##### 4.1 Includes all equipment, labor, and materials required to remove, store and reset the existing sign on a new post per Plans. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Reset Sign on New Post

1. Bid Schedule Payment Reference: SP-2
2. Bid Schedule Payment Description: Reset Sign on New Post
3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to remove, store and reset the existing sign on a post.

END OF SECTION

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**SP-3
FENCE**

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Chain link fencing (~~PVC-coated~~) fabric, posts, braces, anchorage, gates, miscellaneous hardware and appurtenances.

1.2 REFERENCE STANDARDS

- A. ASTM A 53: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- B. ASTM A 121: Standard Specification for Zinc-Coated (Galvanized) Steel Barbed Wire.
- C. ASTM A 392: Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
- D. ASTM A 641: Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
- E. ASTM F 567: Standard Practice for Installation of Chain-Link Fence.
- F. ASTM F 573: Standard Specification for Residential Zinc-Coated Steel Chain-Link Fence Fabric.
- G. ASTM F 626: Standard Specification for Fence Fittings.
- H. ASTM F 654: Standard Specification for Residential Chain-Link Fence Gates.
- I. ASTM F 668: Standard Specification for Poly (Vinyl Chloride) (PVC)-Coated Steel Chain-Link Fence Fabric.
- J. CLFMI: Chain Link Fence Manufactures Institute Product Manual for Chain Link Fence Installation.

1.3 SUBMITTALS

- A. Drawings: Indicate plan layout, grid, size and spacing of components, accessories, fittings, anchorage, and post section.
- B. Data: Submit manufacturer's installation instructions and procedures, including details of fence and gate installation.

- C. ~~Submit sample for fence fabric and typical accessories.~~

PART 2 PRODUCTS

2.1 GENERAL

- A. Galvanizing: Class 3 per ASTM A 121.

- ~~B. Polyvinyl Chloride (PVC):~~

- ~~1. The fabric shall be hot-dipped galvanized steel wire complying with ASTM A 392 and coated with a continuous PVC bonding process (minimum 15 mil thickness) in accordance with ASTM F 668.~~
- ~~2. With PVC coated materials, paint all posts, fittings, hardware and accessories as indicated to match PVC color.~~
- ~~3. Color of PVC coating shall be black, and applied free of voids, cracks, tears, and shall have a smooth and lustrous surface.~~

- C. Steel: Schedule 40 per ASTM A 53.

- D. Concrete: Class 3000 minimum, per Cast-in-Place Concrete Section.

2.2 CHAIN LINK FABRIC

- A. 11 gauge steel wire fabric for all fences equal to or less than sixty (60) inches in height and 9 gauge for fences over sixty (60) inches coated as follows:

- 1. Zinc coating per ASTM A 392 requirements.
- 2. Polyvinyl chloride coating per ASTM F 668 requirements.

- B. Unless indicated otherwise, use chain link fabric that has approximately two (2) inches square mesh and coated after fabrication.

- C. Knuckle finish top edge and twist and barb bottom edge of fabric less than sixty (60) inches wide. For fabric sixty (60) inches or greater in width, knuckle both top and bottom edges. Provide fabric that barbing has been done by cutting the wire on the bias.

- D. If indicated, insert slats in fabric.

2.4 TENSION WIRES AND FABRIC TIES

- A. Tension Wires: 7 gauge galvanized coil spring steel wire per ASTM A 641 requirements.

- B. Fabric Fasteners: 9 gauge galvanized or 6 gauge aluminum wire, or approved non-corrosive metal bands, for ties to fasten fabric to posts, rails, and gate frames. Fasten fabric to bottom tension wire spaced twenty four (24) inches on center.

2.5 TRUSS OR TENSION BARS

- A. Galvanized steel rod 3/8 inch diameter for truss or tension bars used in trussing gate frames and line posts adjacent in end, corner, slope, or gate posts. When used in trussing line posts, provide adjustment by means of galvanized turnbuckles or other suitable tightening devices.
- B. Tension Bars:
 1. Galvanized high carbon steel bars not smaller than 3/16 inch x 3/4 inch for tensions bars to fasten fabric to end and corner posts and gate frames. Provide one (1) tension bar for each end post and two (2) for each corner and pull post per section of fabric.
 2. Use tension bar bands made from heavy pressed galvanized steel spaced on fifteen (15) inch centers to secure tension bars to posts.

2.6 POSTS, CAPS, RAILS, COUPLINGS

- A. Posts: Galvanized Schedule 40 steel, at the indicated length.
- B. Caps: Pressed galvanized steel or malleable iron designed for fit securely over post ends forming a weather tight closure. Where a top rail is used, provide cap to permit passage of top rail. "H" section posts do not require caps.
- C. Top, Intermediate, and Bottom Rails: Galvanized steel, in lengths as required. Provide joint couplings to connect rails securely. Provide means for attaching top rail securely to each end, corner, line, slope, and gate posts.
- D. Joint Coupling: Galvanized steel, six (6) inches long minimum for each joint. One (1) coupling in five (5) shall have expansion spring. Couplings shall be outside sleeve type with bore of sleeve true to maintain adjacent lengths of rail in alignment.

Table 1 – Posts, Frames, Stiffeners, Rails

Proposed Use	Nominal Type and Size
End, corner, slope, and gate posts for single gates 6 feet or less in width and double gate 12 feet or less in width for: <ol style="list-style-type: none"> 1. Fence less than 72 inches high 2. Fence 72 inches or higher 	2 1/2" OD Pipe 2 7/8" OD Pipe
Gate posts for single swing gate over 6 feet, but not over 13 feet in width and	

double swing gates over 12 feet, but not over 26 feet in width or for all slide gates with leaves larger than 6 feet	4" OD Pipe
Gate posts for single swing gates over 13 feet, but not over 18 feet in width and double swing gates over 26 feet, but not over 36 feet in width; backstop posts	6 5/8" OD Pipe
Gate posts for single swing gates over 18 feet in width and double swing gates over 36 feet	8 5/8" OD pipe
Frame for gates	1 5/8" OD pipe
Stiffeners for gates	1 1/4" OD pipe
Line posts for fence 72 inches or higher	2 7/8" OD pipe
Line posts for fences less than 72 inches high	2 3/8" OD pipe
Top Rail	1 5/8" OD pipe or 1 1/2" x 1 5/8" "H"
Bottom Rail	7 gauge, coiled spring steel tension wire

2.7 FITTINGS AND HARDWARE

- A. Unless indicated otherwise, galvanize fittings and hardware.
- B. Rivets: Make all hardware attachments with galvanized steel rivets.

2.8 SUPPORT OR EXTENSION ARM

- A. Use support or extension arms for barbed wire that are of a type that can be attached to the tops of the posts and carry the number of wires indicated.
- B. Use only support arms on the fence for barbed wire that are capable of supporting a 250 pound vertical load at the end of the arm without causing permanent deflection.
- C. Single support arms are to be integral with a top post weather cap and have a hole for passage of the top rail when required.

2.9 GATES

- ~~A. Residential gates: Refer to ASTM F 654 requirements.~~
- ~~B. Provide additional horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories.~~
- ~~C. Assemble gate frames and attach hardware by welding or by using fittings and rivets to make rigid connections. Use same fabric as for fence. Install fabric with stretcher bars to gate frame at not more than fifteen (15) inches on center.~~

~~D. Provide diagonal cross bracing consisting of 3/8 inch diameter adjustable length truss rods on gates where necessary to prevent frame from sagging or twisting.~~

2.10 GATE HARDWARE

~~A. Hinges: Pressed steel or malleable iron to suit gate sizes, non lift-off type, offset to permit 180 degree gate opening. Provide minimum of one pair of hinges for each leaf.~~

~~B. Latch: Forked steel type or plunger bar steel type to permit operation from either side of gate. Provide locking device and padlock eye as integral part of latch.~~

~~C. Keeper: Provide keeper for all vehicle gates which automatically engages the gate leaf and holds it in the open position until manually released.~~

~~D. Gate Stops: Mushroom type or flush plate with anchors set in concrete to engage the center drop rod or plunger bar.~~

2.11 ALTERNATIVE FINISHES

A. Where a colored finish other than galvanized is desired, the following shall apply:

1. All metal posts, caps, rails, and hardware (excepting fabric) shall be painted.
2. Where paint is applied to a galvanized surface, the paint shall be a modified phenolic alkyd type (Valley Paint V-101 or approved equal) or an acrylic type (Valley Paint 2532 Valcryl or approved equal) or Aquapon. The color shall be black to match color of vinyl clad fencing.
3. Where paint is applied directly to a metal surface (non-galvanized), an industrial strength steel primer shall first be applied per manufacturer's specifications. The steel surface shall be properly prepared prior to painting by first grinding all welds smooth and even, insuring that no holes or pits are present due to welding or any other cause, removing all rust and corrosion, and then applying primer.

PART 3 EXECUTION

3.1 PREPARATION

~~A. Coordinate utility location. Follow Coordination Section.~~

~~B. Excavate per Excavation Section requirements.~~

C. Refer to ASTM F 567 requirements and CLFMI products manual for chain link fence installation.

- D. Protect existing trees.
- E. Limit the amount of clearing and grading along the fence line to permit proper installation.

3.2 LAYOUT OF WORK

- A. Accurately locate and stake location and points necessary for installation of fence and gates.
- B. General arrangements and location of fence and gates are indicated. Install except for minor changes required by unforeseen conflicts with work of other trades.

3.3 INSTALLATION OF POSTS

- A. Space line posts as follows:
 - 1. Tangent sections to 500 feet radius: 10 feet maximum.
 - 2. 200 feet radius to under 500 feet radius: 8 feet maximum.
 - 3. 100 feet radius to under 200 feet radius: 6 feet maximum.
 - 4. Under 100 feet radius: 5 feet maximum.
- B. Provide pull posts at 500 feet maximum intervals. Changes in line of 30 degrees or more are considered corners.
- C. Set all posts to true line and grade in concrete bases or in approved pipe sleeves or sockets. Check for vertical and horizontal alignment.
- D. Posts shall have concrete bases of at least ten (10) inches in diameter. Place a minimum of six (6) inches concrete below each post. Depth of post in concrete shall be as follows:
 - 1. Line Posts: ~~18~~ 24 inches.
 - 2. End, Pull, Corner, and Gate Posts of less than 6 inches Diameter: ~~24~~ 30 inches
 - 3. Gate posts: 30 inches.
- E. ~~Where posts are required to be set in concrete walls or masonry, set sockets for the posts to a depth of at least 18 inches. Use sockets that consist of lengths of 0.048 inch galvanized metal pipe sleeves, with an inside diameter sufficient to allow the posts to fit loosely therein. Coat the inside of the socket and outside of the posts with an approved bituminous paint. Caulk the posts securely in place with lead wool.~~

3.4 INSTALLATION OF BRACE ASSEMBLIES

- A. Attached horizontal brace rail from the mid-point of end, pull, corner, or gate posts to the mid-point of the first ensuing line post as a compression member. Install braces from top of said line posts back to the bottom of the end, pull, corner, or gate post

with steel truss rods and turnbuckles so posts are plumb when diagonal truss rod is under proper tension.

3.5 INSTALLATION OF RAILS

- A. Install rails level and plumb with grade between posts and attached to posts before stretching fabric. Top rails shall form continuous brace from end-to-end of each run of fence.

3.6 INSTALLATION OF FENCE FABRIC

- A. Place fence fabric on the security side of posts unless otherwise specified. Place fabric approximately one (1) inch above the ground. Maintain a straight grade between posts by excavating high pints of the ground. Filling depressions with soil will be permitted only upon approval of Engineer.
- B. Stretch the fabric taut and securely fasten to posts. Fasten to end, gate, corner, and pull posts. Secure stretcher bars with metal bands spaced at fifteen (15) inch intervals. Cut the fabric and fasten each span independently at all pull and corner posts. Fasten to line posts with tie wire, metal bands, or other approved methods at fifteen (15) inch intervals. Attach the top edge of fabric to the top rail or tension cable at approximately twenty four (24) inches intervals. Attach bottom tension wire to fabric with tie wires at twenty four (24) inch intervals and secure to the end of pull posts with brace bands.
- C. Draw barged wire to assure minimum sag at high temperature and no breakage at low temperature. Connect the wires and arms by means of 0.142 gauge galvanized wire stays.

3.7 ~~INSTALLATION OF GATES~~

- ~~A. Install gates plumb, level, and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by the fence manufacturer. Adjust hardware for smooth operation.~~

3.8 REPAIR DAMAGED COATING

- A. Grind smooth and wire brush all welds made after galvanizing to remove loose or burned zinc coating, after which neatly coat the areas with 50-50 solder or as otherwise directed by the Engineer. Make repairs to abraded or otherwise damaged zinc coating in a similar manner. Replace PVC coating.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to furnish and install the chain link fence. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Fence

1. Bid Schedule Payment Reference: SP-3
2. Bid Schedule Payment Description: Fence
3. Basis of Measurement: Linear Foot (LF)
4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to construct fence.

END OF SECTION

**SP-4
DRYWELL**

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Specifications for constructing drywells consistent with City Standard detail.

1.2 SUBMITTALS

- A. Submit proposed materials for pre-cast drywell units, drain rock and fabric.
- B. Submit proposed materials for slotted lid and collar, as specified.

PART 2 MATERIALS

2.1 GENERAL

- A. See City Standard Plan SD-601. Drywell depth requirements are indicated on the plans.

PART 3 EXECUTION

3.1 WORKMANSHIP

- A. Construct drywells per City Standard Drawing SD-601.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 Includes all equipment, labor, and materials required to construct dry wells including all excavation and backfill, fabric, and drain rock. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

- A. Drywell – Single Depth
 - 1. Bid Schedule Payment Reference: SP-4
 - 2. Bid Schedule Payment Description: Drywell – Single Depth
 - 3. Basis of Measurement: Each (EA)
 - 4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to construct single depth drywell.

END OF SECTION

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SP-5
LANDSCAPING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract and bid documents.

1.2 SUMMARY

- A. Section includes:
 - 1. Topsoil
 - 2. Soil prep
 - 3. Planting
 - 4. Mulch
 - 5. Boulders
 - 6. Pre-Emergent
 - 7. Staking
 - 8. Plant Maintenance
 - 9. Hydroseeding
 - 10. Contractor shall furnish all labor, materials, supplies, equipment, tools and transportation; perform all operations to complete installation of the plantings; and guarantee all plantings. The WORK shall include, but not be limited to the following:
 - a. Procurement of all applicable licenses, permits, and fees.
 - b. Ascertainment of utility locations prior to construction.
 - c. Site inspection.
 - d. Soil preparation and fine grading.
 - e. Planting of trees, shrubs, grasses, and perennials.
 - f. Staking of trees.
 - g. Mulching of all trees and planting areas
 - h. Cleanup, inspection, and approval.
 - i. Guarantee of all plant material.
 - 11. Related sections:
 - a. SP-6, Landscape Irrigation

1.3 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- C. Finish Grade: Elevation of finished surface of planting soil or mulch.
- D. Manufactured Topsoil: Soil produce off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- E. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

- F. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- G. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- H. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- I. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- J. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.
- K. Surface Soil: Soil that is present at the top layer of the existing soil profile at the project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 QUALITY ASSURANCE

- A. Provide quality, size genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1 (American Standard for Nursery Stock).

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated, including soils.
 - 1. Submit soil analysis report for topsoil imported to site from a soil testing laboratory. Report shall cover soil textural classification (percentages of sand, silt, and clay), pH, percentage organic matter, and soluble salts (electric conductivity in millimos/centimeter) and shall include additive recommendations.
 - 2. Pesticides and Herbicides. Included product label and manufacture's application instructions.
 - 3. Fertilizers
 - 4. Certification of grass seed. From seed vendor. Include seed mixture and year of production.
- B. Samples of mulch.
- C. Product certificates.
- D. Record drawing of all installed plant material per the City of Post Falls requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver bare-root stock plants freshly dug. Immediately after digging up bare-root stock, pack root system in wet straw, hay or other suitable material to keep root system moist until planting.
- B. Do not prune trees and shrubs before delivery. Protect bark, branches and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- C. Handle planting stock by root ball.

- D. Deliver plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun or shade), protect from weather and mechanical damage, and keep roots moist.
- E. Plant Protection: Plants shall be handled so that roots are always adequately protected from drying out and from other injury. Plant materials shall be securely tarped during transportation to prevent wind burn. Protect root balls and pots of plants which cannot be planted within twelve (12) hours of delivery with soil or other suitable materials. Where possible, store plants in the shade. Keep all plant roots moist before, during, and after planting. Plants shall be watered as soon as they arrive on the site and shall be kept moist until they are planted. D. Protect all materials used for construction from damage, deterioration, or loss of any kind while in storage and construction.

1.7 WARRANTY AND REPLACEMENT

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but not limited to the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by owner, or incidents that are beyond contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 - 2. Warranty Periods from Date of Substantial Completion:
 - a. Trees, shrubs, vines and ornamental grasses: 12 months.
 - b. Ground covers, biennials, perennials, and other plants: 12 months.
 - 3. All replacements shall be of the same kind and size as originally specified and shall be installed as described in the contract documents. Repairs and replacements shall be installed at no expense to the owner.

1.8 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Provide maintenance by skilled employees of landscape installer. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.
 - 1. Maintenance Period for all plant material: 12 months from date of substantial completion.

PART 2 – PRODUCTS

2.1 TOPSOIL

- A. Imported topsoil shall be sandy loam that is non-toxic, well-drained, and free of noxious weeds, grass, brush, sticks, rocks greater than one-inch (1/2") diameter, coarse gravel, hard clay, and other debris. Imported topsoil shall be:
 - 1. Sandy loam:
 - a. Clay < 35% and Silt < 28% and Sand > 45%
 - b. Soil Reaction: pH of 6 to 7.5.
 - c. Additives: As determined by soils test.

2.2 PLANT MATERIAL

- A. Quantities: Furnish plants in quantities required to complete the work as indicated on the drawings.
- B. Quality: Use plants which are symmetrical and typical of the species; healthy, well-branched, and well-proportioned in respect to height and width; free from disease, injury, insects, and weak roots; and, conforming to the requirements of the ANSI Z60.1. All plants are subject to inspection and approval.

2.3 PRE-EMERGENT

- A. Snapshot 2.5 TG Granular Pre-Emergent.

2.4 MULCH

- A. Organic Mulch:
 - 1. Dark Fines
- B. Mineral Mulch:
 - 1. River Rock Cobble: 2"-12" size
 - 2. Planting Area Separator: 1-1/4" Basalt

2.5 WATER

- A. Contractor shall provide water for planting during the construction period.

2.6 STAKING

- A. Stakes: Six-foot (6') wooden posts.
- B. Ties: Flexible, non-abrasive ties, at least one-inch (1") wide.

2.7 LANDSCAPE BOULDERS

- A. Granite boulders: Angular, not blasted rock. Locations per plans.

2.8 SOD

- A. Turfgrass Sod: Number 1 quality/premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials": in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color and texture, strongly rooted, and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Sod of grass species as follows, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed
 - 1. Turfgrass Species: Sod of grass species as follows:
 - a. Low Mow Rye/Blue Blend
 - 1) 34% Replay Perennial Rye Grass
 - 2) 34% Revenge GLX Perennial Rye Grass
 - 3) 32% 4-Season Kentucky Bluegrass.
 - b. Grown in 96% sand.
 - c. Sod to be installed without net.
 - 2. Sod to be strongly rooted, 2 years old.
 - 3. Acceptable substitutions shall include:
 - a. 30% minimum Kentucky Bluegrass
 - b. 70% +/- Perennial Rye Grass

2.9 HYDROSEED

- A. Hydroseed: This item shall consist of the preparation of seed beds, furnishing and installation of seed, fertilizer and mulch, and maintenance of installed Hydroseeding.
- B. Hydroseed material: Hydroseeding with turf hydroseeding mix. Turf Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing."
 - 1. Native Seed Mix. Subject to compliance with requirements, provide the following:
 - a. Turfgrass Seed / Hydroseed:
 - 1) GARNETT MOUNTAIN BROME 35%
 - 2) IDAHO FESCUE 20%
 - 3) BLUEBUNCH WHEATGRASS 20%
 - 4) SLENDER WHEATGRASS 15%
 - 5) SHERMAN BIG BLUEGRASS 10%
 - b. Rate:
 - 1) 1-2 lbs. per 1,000 sf

2.10 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Hydroseed and Seeded Turf Grass
 - a. 16-16-16 with a minimum 50% slow release. Recommended rate of 1.5 lbs. per 1,000 sf.

2.11 HYDROSEED MULCHES & TACKIFIERS

- A. Fiber Mulch Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
 - 1. Nature's Own High-Density cellulose mulch or approved equal.
- B. No asphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
 - 1. EM-Tack or approved equal.

PART 3 – EXECUTION

3.1 SOIL PREPARATION

- A. Weed and debris removal: all ground areas to be planted shall be cleaned of all weeds and debris prior to any soil preparation or grading work. Any growing noxious weeds on the site shall be pretreated with approved herbicide prior to grading. Annual or biennial weeds over two feet (2') tall shall be mowed, raked, and removed prior to grading. Weeds and debris shall be disposed of off the site.
- B. Moisture content: soil shall not be worked when moisture content is so great that excessive compaction occurs, nor when it is so dry that dust will form in the air or clods will not break readily. Water shall be applied, if necessary, to bring soil to an optimum moisture content for tilling and planting.
- C. Prior to spreading topsoil, thoroughly till or rip to a depth of twelve inches (12") all areas compacted by access, staging, or construction traffic. The soils shall be worked until no clods

- greater than two inches (2") in diameter remain, unless directed otherwise. Remove rocks and other objects three inches (3") or greater in any dimension.
- D. Loosen all other areas to a minimum depth of six inches (6").
 - E. Topsoil shall be imported to a depth of four inches (4") in turf areas and six inches (6") in planting areas, but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy or excessively wet.

3.2 SOD/SEED AREA PREPARATION

- A. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus one-half ($\frac{1}{2}$ ") inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
 - 1. Finish grade of soil adjacent to hard surface edges shall be three-quarter ($\frac{3}{4}$ ") inch below the top of edge.
- B. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- C. Verify that the weather conditions are suitable for successful seeding, the ground is not frozen and environmental conditions such as wind do not interfere with seed broadcasting.
- D. Areas to be seeded shall be scarified a minimum of one-half ($\frac{1}{2}$ ") inch deep to provide reasonably firm but viable seed bed.
- E. Prepare subsoil to eliminate uneven areas and low spots. Blend slopes
- F. Remove foreign materials, weeds and undesirable plants and their roots.
- G. Before planting, obtain City acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.3 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of one (1") inch 1 inch below sod.

3.4 HYDROSEEDING

- A. Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.

3.5 PLANTING

- A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45 degree angle. Excavation with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away

- from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
1. Excavate approximately three times as wide as ball diameter.
 2. Excavate at least twelve inches (12") wider than root spread and deep enough to accommodate vertical roots for bare-root stocks.
 3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
- B. Subsoil and topsoil removed from excavations may be used as planting soil.
- C. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.
- D. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- E. Set stock plumb and in center of planting pit or trench with root flare one inch (1") above adjacent finish grades.
1. Ball and Burlap: After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope and wire baskets from tops of root balls and from sides, but do not remove from under root balls, All packaging shall be removed from nursery stock in accordance with the City of Post Falls planting detail. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 2. Carefully remove root ball from container without damaging root ball or plant.
 3. Fabric Gag-Grown Stock; Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 4. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- F. Bare-Root Stock: Set and support bare-root stock in center of planting pit or trench with root flare one inch (1") above adjacent finish grade.
1. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling and maintain plumb while working backfill around roots and placing layers above roots.
 2. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside soil-covered roots about one inch (1") from root tips; do not place tablets in bottom of the hole or touching the roots.
 3. Continue backfilling process. Water again after placing and tamping final layer of soil.
- G. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.
- H. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- I. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.6 PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.

- B. Prune, thin, and shape trees, shrubs and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Engineer, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- C. All pruning shall be done under the direct supervision of a Certified Landscape Arborist.

3.7 PRE-EMERGENT

- A. After fine grading the topsoil in planting areas, apply one application of pre-emergent at the manufactures recommended rate.
- B. After fine grading the mulch in planting areas, apply a second application of pre-emergent at the manufactures recommended rate.
- C. Prior to completion of the 12-month maintenance period, apply an application of pre-emergent at the manufactures recommended rate.

3.8 MULCHING

- A. Organic mulch all planting areas with three inches (3") dark fines, unless otherwise indicated on the drawings.
- B. Mineral mulch
 - 1. River rock cobble area with six inches (6") of 2"-12" river rock in natural riverbed layout.
 - 2. Planting area separator with (3") of 1-1/4" basalt.

3.9 STAKING

- A. Install (2) stakes per deciduous tree.
 - 1. Install per the City standard tree planting detail.
 - 2. Install stakes in line with the prevailing winds, unless otherwise specified.
 - 3. Remove stakes after one growing season.

3.10 SOD & SEEDING MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- B. Maintenance Period: Three (3) months from date of Substantial Completion.
 - 1. Maintenance Period: Three months from date of Substantial Completion. When Substantial Completion is achieved after September 15th, two months of the maintenance period will be performed starting April 15th.
- C. Maintenance Period Fertilizer Schedule:
 - 1. All turf areas, including those seeded, sodded or rehabilitated through the use of topdressing of fields to eliminate irregularities, raking to remove excess thatch, etc., shall receive fertilizations per the following schedule:
 - a. General Lawn areas: Fertilize one (1) times during maintenance period.
- D. Sodded Turf Grass: mow as soon as top growth is tall enough to cut. Do not mow when ground is saturated. Repeat mowing to maintain specified height 2" without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings.
 - 1. Contractor to mow sodded turf once per week with the first mowing occurring no sooner than 14 days after sod has been installed.

2. Establishment Maintenance: Contractor to maintain sodded turf from installation to Substantial Completion and the beginning of the three-month maintenance period.
- E. Hydroseeded Turfgrass: mow as soon as top growth is tall enough to cut. Do not mow when ground is saturated. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings.
 1. Mowing Height: 2-2 ½".
 2. Establishment Maintenance: Contractor to maintain hydroseeded lawn from installation to Substantial Completion and the beginning of the three-month maintenance period. First mowing occurring no sooner than 21 days after seeding.
 3. Contractor to perform weed control during establishment so that the seeded turf is weed free at Substantial Completion.
 4. Maintenance Period, three (3) months, shall begin immediately upon determination of Substantial Completion and the street improvements have been accepted by the City. If the project is accepted after September 15th, maintenance period shall be extended by 2 months starting on April 20th of the following year.
 5. Conduct weed control to remove weeds from hydroseeded turf areas. Turf areas to be free of weeds at completion of maintenance period.
- F. Perform weed control and mowing per approved establishment schedule
- G. Maintain all seeded and sodded turf areas as indicated above. Notify Owner's Authorized Representative one month prior to date of completion of maintenance.
- H. Contractor is responsible for irrigation scheduling until completion of maintenance and final acceptance of seeded and sodded turf grass.
- I. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

3.11 SATISFACTORY ESTABLISHMENT

- A. Satisfactory Sodded Turfgrass: Establish and maintain sodded areas by broad leaf weed control, re-sodding, erosion repair and other operations required to establish sod. Install additional sod to any area exceeding 2 square feet as required to establish a uniform stand of a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
 1. Treat for broad leaf weeds as necessary to achieve uniform stand of grass with no bare areas exceeding one square foot after three months or at time of Final Completion.
 2. No weeds to be present at Substantial Completion and Final Completion.
- B. Satisfactory Turfgrass: Establish and maintain hydroseeded areas by broad leaf weed control, reseeded, erosion repair and other operations required to establish hydroseed. Apply additional hydroseed, at specified rates, to any area exceeding 2 square feet as required to establish a uniform stand. Maintenance requirements until all additional seed is established.
 1. Treat for broad leaf weeds as necessary to achieve uniform stand of grass with no bare areas exceeding one square foot after three months or at time of Substantial Completion.
- C. Use specified materials to reestablish unsatisfactory turf and continue maintenance until turf is satisfactory.
- D. All turf grass areas are to be weed free at time of Final Acceptance.

- E. No mowing clippings shall remain on surface of newly mown lawn.
- F. No weeds to be present at Substantial Completion and Final Completion.

3.12 PLANT MAINTENANCE

- A. Maintain planting by pruning, cultivation, watering, weeding, fertilizing, mulching, restoring planting saucers, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
- B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use practices to minimize the use of pesticides and reduce hazards.
- D. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with owner's operations and others in proximity to the work. Notify owner's representative before each application is performed.
- E. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged plantings.

3.13 FIELD QUALITY CONTROL

- A. Final Walk-Through:
 - 1. The final walk-through shall be performed at the completion of all planting operations.
 - 2. At the time of the final walk-through, the Landscape Contractor shall have planting areas free of debris. Plant basins shall be in good repair. Debris and litter shall be cleaned up, and walkways, curbs, and roads shall be cleared of soil and debris. The inspection shall not occur until these conditions are met.
 - 3. Owner's representative will identify any deficiencies in the form of a punch list.
 - 4. Owner's representative will give written notice of final acceptance when work has been performed in compliance with the contract documents.
 - 5. Correct deficiencies within the first ten (10) days of the final walk-through. Correct work in accordance with the contract documents at no cost to owner.
 - 6. Final acceptance shall not be given until all deficiencies are corrected.

PART 4 – MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to install the site landscaping including all topsoiling, planting prep, plantings, seed and sod, and all maintenance requirements. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Landscaping

- 1. Bid Schedule Payment Reference: SP-5
- 2. Bid Schedule Payment Description: Landscaping
- 3. Basis of Measurement: Lump Sum (LS)
- 4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to install the landscaping.

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SP-6
LANDSCAPE IRRIGATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract and bid documents.

1.2 SUMMARY

- A. Section includes:
 - 1. Irrigation system requirements.
 - 2. Irrigation component requirements.
 - 3. Component installation requirements.
 - 4. Cleaning and adjusting.
 - 5. Owner demonstration.
- B. Related sections
 - 1. SP-5, Landscaping

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Minimum Water Coverage: 100 percent head to head on all turf and planting areas.
- B. The irrigation system shall be designed to deliver water precisely and efficiently to maintain the function and purpose of the managed landscape while complying with any local limitations and requirements.
- C. Location of Sprinklers and Specialties: Make minor adjustments necessary to avoid plantings and obstructions such as signs, trees, and light standards.

1.4 SUBMITTALS

- A. Closeout Submittals
 - 1. Record Drawings- As installation occurs, prepare accurate record drawing to be submitted prior to final inspection, including-
 - a. Detail and dimension changes made during construction.
 - b. Significant details and dimensions not shown in original contract documents.
 - c. Field dimensioned locations of valve boxes, manual drains, automatic drain valves, quick-coupler valves, control wire runs not in mainline ditch, and both ends of sleeves.
 - d. Take dimensions from permanent constructed surfaces or edges located at or above finish grade.
 - e. Take and record dimensions at time of installation.
 - f. Submit record drawings to owner's representative, for approval.
 - g. Drawings shall be complete with line sizes, automatic valve types, wire, sprinkler heads, nozzle sizes power and controller locations.
- B. Test Reports: As specified in "Field Quality Control" Article in Part 3.

1.5 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace any portion of the landscape irrigation system that fails in materials or workmanship within 1 year
 - 1. Warranty includes the following:

- a. Fill and repair depression and replace plantings due to settlement of irrigation trenches for 1 year following acceptance of the project.
- b. Adequately drain the system to protect from freeze damage.
- c. Adjust and balance the system to supply proper coverage of areas to receive water.
- d. System must be completed in each area prior to planting that area.
- e. Winterize the irrigation system the first fall after project acceptance to Parks and turn the system back on the following spring while instructing the owner's representative in proper operation and maintenance of the system.

1.6 PROJECT CONDITIONS

- A. Perform site survey, research public utility records, and verify existing utility locations.
- B. Install irrigation system for each turf/landscaped area shown on the drawings.

1.7 SEQUENCING AND SCHEDULING

- A. Arrange for temporary water shutoff with the owner's representative.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 1. Cast-Iron, Gate Valves for Underground Installation:
 - a. NIBCO
 2. Bronze Corporation Stops and Valves for Underground Installation:
 - a. NIBCO
 3. Automatic Control Valves:
 - a. Hunter Industries
 4. Control-Valve Boxes:
 - a. Carson-Brooks Plastics, Inc.
 5. Quick Couplers:
 - a. Hunter Industries
 6. Sprinklers:
 - a. Hunter Industries
 7. Backflow:
 - a. Zurn
 8. Controller:
 - a. Baseline
 9. Flow Meter:
 - a. Baseline
 10. Backflow Enclosure
 - a. Guard Shack

2.2 BACKFLOW PREVENTIONS

- A. Per drawings.

2.3 FLOW METER

- A. Baseline Hydrometer BFM or BHM – Size per drawings

2.4 CONTROLLER

- A. Baseline BaseStation 3200

2.5 PIPES AND TUBES

- A. PVC Pipe: schedule 40 Mainlines: ASTM D 2466.
- B. PVC Pipe: schedule 40 laterals: ASTM D 2466.
- C. PVC Pipe: schedule 40 sleeves: ASTM D 2466.

2.6 PIPE AND TUBE FITTINGS

- A. PVC Socket Fittings, Schedule 40: ASTM D 2466.
- B. PVC Socket Fittings, Schedule 80: ASTM D 2467.
- C. PVC Threaded Fittings: ASTM D 2464.

2.7 VALVES AND VALVE SPECIALTIES

- A. Plastic Valves:
 - 1. ICV – 101 Globe.
 - 2. ICV – 151 Globe.
- B. Control-Valve Boxes: PE ABS, fiberglass, polymer concrete, or precast concrete box and cover, with open bottom, openings for piping, and designed for installing flush with grade. Include size as required for valves and service.
 - 1. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3 inches maximum to $\frac{3}{4}$ inch minimum, or as indicated in drawing details.
- C. Quick Coupler:
 - 1. HQ44-LRC

2.8 SPRINKLERS

- A. Pop-up, Rotator – per drawings.

2.9 WIRE AND CONNECTORS

- A. Two-Wire, 12 or 14 gauge Dependent on Wire Length
- B. BiCoders:
 - 1. Baseline BL biCoder – size per drawings
- C. Surge Arrestor
 - 1. Baseline BL-LA01
- D. Direct Bury
 - 1. All connectors shall be a DBR/Y or equivalent direct bury splice, made for full submersion proof and shall effectively seal moisture from two or more conductors and installed per manufacturer's specifications.
 - 2. Connector installation Details
 - a. All connectors shall be installed per manufacturer's specifications.
 - b. The installer shall make all connections per manufacturer's specifications.
 - c. The installer shall verify that no loose, unshielded wiring shall touch the ground, water, or other copper conductor causing a leakage of current to the ground or a short circuit across wires.
 - d. The installer shall make all connections fully submersion proof.
 - e. All splices shall be made inside a valve box.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Set metal flog markers to identify proposed lawn sprinkler locations. Obtain owner's representative approval before excavation.

3.2 TRENCHING AND BACKFILLING

- A. Provide minimum cover over top of underground piping according to the following:
 - 1. Mainline Piping: 24 inches.
 - a. Apply coarse sand bedding of 4 inches below main line and 4 inches above and then backfill with native soil and compact to 90% density.
 - 2. Lateral Piping: 12 inches.

3.3 PIPING APPLICATIONS

- A. Mainline Piping: Use the following:
 - 1. 4-inch NPS and Smaller; Schedule 40 PVC pipe, Schedule 40 PVC socket fittings and cemented joints.
- B. Lateral Piping: Use the following:
 - 1. 4-inch NPS and Smaller: Schedule 40 PVC pipe, Schedule 40 PVC socket fittings, and solvent-cemented joints.

3.4 VALVE APPLICATIONS

- A. Control Valves: Installation per drawing details.

3.5 JOINT CONSTRUCTION

- A. Locations and Arrangements: Drawings indicate location and arrangement of piping systems, which were used to size pipe and calculate friction loss, and other design considerations. Install piping as indicated, unless deviations are approved on Coordination Drawings.
- B. Install piping free of sags and bends.
- C. Install groups of pipes parallel to each other, spaced to permit valve servicing.
- D. Install fittings for changes in direction and branch connections.
- E. Install unions adjacent to valves and final connections to other components with 2-inch NPS or smaller pipe connection.
- F. Lay piping on solid subbase, uniformly sloped without humps or depressions.
- G. Install PVC piping in dry weather when temperature is above 40°F. Allow joints to cure at least 24 hours at temperature above 40°F before testing, unless otherwise recommended by manufacturer.

3.6 SPRINKLER INSTALLATION

- A. Flush piping with full head of water and install sprinklers after hydrostatic test is completed.
- B. Install sprinklers at manufacturer's recommended heights.
- C. Locate part-circle sprinklers to maintain a minimum distance of 4 inches from walls and 2 inches from other boundaries, unless otherwise indicated.

3.7 AUTOMATIC CONTROL SYSTEM INSTALLATION

- A. Install control wiring in same trench with piping.

- B. Install Baseline equipment per manufactures recommendations and requirements.

3.8 FIELD QUALITY CONTROL

- A. Testing: Hydrostatically test piping and valves before backfilling trenches. Piping may be tested in sections.
 - 1. Underground Pressure Piping- Leave all system joints, connections, etc., exposed until after completion and acceptance of pressure test. Cap and subject piping system to a hydrostatic water pressure of 100 psi for 1 hour. Isolate test source and allow stand for 4 hours, no more than 5psi loss. Provide pressure gauges at two locations to demonstrate pressure. Leaks and loss of test pressure constitute defects that must be repaired. Repair leaks, however minor. Do not exceed pressure rating of piping, fittings, or other equipment during testing. Repair or replace any system components damaged during testing.
 - 2. Repair leaks and defects with new materials and retest system or portion thereof until satisfactory results are obtained.
 - 3. Test the system prior to final test with Robbie Quinn. Notify 48 hours minimum prior to the test.
- B. Coverage Test: Perform a water coverage test to determine if the water coverage and operation of the system is complete and satisfactory. The coverage test is critical in the interface areas between the revised system layout and the existing field sprinklers. Head to head coverage must be demonstrated to the Post Falls Parks Department during testing. Repair or replace any defective work.
- C. Drip irrigation: Perform a drip irrigation operational test prior to mulching and acceptance. Clean drip filters at final acceptance and at end of maintenance period. Ensure proper operation of vacuum relief valves and flushing valves.
- D. Final approval for the system will be contingent upon, but not necessarily limited to:
 - 1. Approval of all testing
 - 2. Fully completed and approved Project Record Drawings.

3.9 CLEANING AND ADJUSTING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Carefully adjust lawn sprinklers so they will be at manufactures recommended grade.

3.10 DEMONSTRATION

- A. Demonstrate to owner's representative operation of equipment, sprinklers, specialties, and accessories. Review maintenance information.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Includes all equipment, labor, and materials required to install the site landscape irrigation including all trenching, piping, valves, sprinkler heads, backflow, and controls. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

- A. Landscape Irrigation
 - 1. Bid Schedule Payment Reference: SP-6
 - 2. Bid Schedule Payment Description: Landscape Irrigation

3. Basis of Measurement: Lump Sum (LS)
4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to install the landscaping irrigation.

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SP-7
SITE FURNISHINGS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Drinking fountain
 - 2. Trash Receptacle

1.2 SUBMITTALS

- A. Product cut sheets for each item specifying colors for owner approval.

PART 2 – PRODUCTS

2.1 Drinking Fountain

- A. Manufacture: Most Dependable Fountains
- B. Model: 10145SM
 - 1. Color: Green

2.2 Trash Receptacle

- A. Manufacture: SyberTech Waste Reduction Ltd.
- B. Model: Millennium 3000 In-ground Trash Can with poly skirt
 - 1. Color: Green trash can. Beige poly skirt

PART 3 – EXECUTION

3.1 Workmanship

- A. Install site furnishings per City Standard Drawings SD-3311 and SD-3308 and according to manufactured installation requirements.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Includes all equipment, labor, and materials required to install the site furnishings including all excavation and backfill, piping and drainage, and pea gravel. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

- A. Site Furnishings: Drinking Fountain and Trash Receptacle
 - 1. Bid Schedule Payment Reference: SP-7
 - 2. Bid Schedule Payment Description: Site Furnishings
 - 3. Basis of Measurement: Lump Sum (LS)
 - 4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to install the drinking fountain.

END OF SECTION

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