GOLDEN GATE HIGHWAY DISTRICT NO. 3

USTICK ROAD, US-95 TO ALLENDALE ROAD

CONTRACT DOCUMENTS

March 2026

ENGINEER:

Bob Watkins, Director of Highways
Golden Gate Highway District No. 3

Laura Bond, P.E.
Ardurra

OWNER:

Golden Gate Highway District No. 3
500 E. Golden Gate Ave.
Wilder, Idaho 83676

GOLDEN GATE HIGHWAY DISTRICT NO. 3

Ustick Road, US-95 to Allendale Road

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ADVERTISEMENT FOR BIDS

Golden Gate Highway District No. 3
Ustick Road, US-95 to Allendale Road

General Notice

Golden Gate Highway District No. 3 (Owner) is requesting Bids for the construction of the following Project: Ustick Road, US-95 to Allendale Road

Bids for the construction of the Project will be received at the Golden Gate Highway District No. 3 located at 500 E Golden Gate Ave Wilder Idaho 83676, until **Monday, April 6th, 2026 at 12:00 pm** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

The Project generally consists of constructing 1.9 miles of a 0.25-foot thickness of asphalt paving in two lifts, with a typical width of 26 feet on top of Recycled Asphalt Base Stabilization, including:

- Approximately 4,739 tons of plant mix asphalt paving,
- 0.80 mile shoulder widening and drainage improvements on both sides of the roadway,
- Approximately 1,877 CY of 3-inch Minus and 6,123 CY of ¾" aggregate to raise roadway to finish grade, and
- Approximately 747 linear feet of drainage/irrigation pipe replacement.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is: Golden Gate Highway District No. 3, 500 E Golden Gate Ave., Wilder, Idaho, 83676.

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Thursday between the hours of 8:00 am to 5:00 pm **and** may obtain copies of the Bidding Documents from the Issuing Office as described below. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. All questions must be received by the Issuing Office no later than 2:00 pm on April 1st, 2026.

Printed or digital copies of the Bidding Documents may be obtained from the Issuing Office at no charge. Bidding Documents may be obtained from the Issuing Office during the hours indicated above, or by contacting the issuing office via e-mail at office@gghd3.org or calling (208) 482-6267.

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 Golden Gate Highway District No. 3 as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

Golden Gate Highway District No. 3 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 and in the best interest of Golden Gate Highway District No. 3.

Advertisement for Bids Authorized by the Golden Gate Highway District No. 3 Board of Commissioners on March 18th, 2026.

Date:

BIDDER'S CHECKLIST

Golden Gate Highway District No. 3
Ustick Road, US-95 to Allendale Road

The Bidder's Checklist is offered to the prospective bidder as a means of checking the Bidder's Bid Proposal in order to ensure that a complete Bid is submitted, free from omissions and errors that could possibly lead to rejection of the Bid. This checklist does not relieve the Bidder from properly completing the Bid.

Check off when completed:

BID

_____ 1. Are all blank spaces filled out on Bid Proposal? Are the complete Bid Proposal documents intact? Is Bid amount shown correctly including totals? Recheck for errors and omissions. Total Bid must be shown in figures.

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

_____ 3. Is Bid amount shown correctly including totals? Recheck for errors and omissions. Both lump sum and unit prices must be shown.

SIGNATURES

_____ 4. Are authorized signatures properly affixed to the Bidding Documents? Include title, evidence of authority to sign, Idaho Public Works Contractor license number, etc.

_____ 5. Have all subcontractors, suppliers, individuals, or entities as required in the Instruction to Bidders been listed? Include Idaho Public Works Contractor license number for subcontractors.

ADDENDA

_____ 6. Have all Addenda been received and acknowledged with the proper signature on the Bid Proposal?

BID BOND

_____ 7. Has a certified check, cashier's check, cash, or a Bid Bond in the amount specified been included with the contract documents?

SUBMITTAL

_____ 8. Has the Bidder performed examinations in accordance with the Instructions to Bidder?

_____ 9. Has the Bidder included additional information as required by Article 15 of the Instructions to Bidders?

_____ 10. In order for a Bid to be considered, the Bid Form, Bid Security, Naming of Subcontractors Form, copy of your Public Works License 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.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

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

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

B. *Bidder*—The individual or entity who submits a Bid directly to the Owner.

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

Where the word "Sponsor", "Owner" or "Engineer" appears in any of the Contract Documents or Specifications, it shall refer to the following:

Sponsor or Owner:	Golden Gate Highway District No. 3 500 East Golden Gate Avenue Wilder, Idaho 83676
Engineer:	Bob Watkins, Director of Highways for Golden Gate Highway District No. 3 Assisted by Laura Bond, P.E., Ardurra

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. **Registered plan holders will receive Addenda issued by Owner.**

2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or

Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.05 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

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

C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.

1. Electronic Documents that are available in native file format include:

a. Design Basemap in AutoCad format.

2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.

3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.

4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **5** days of Owner's request, Bidder must submit the following information:

A. Subcontractor and Supplier qualification information. Refer to Idaho Code Title 67, Chapter 23 regarding listing of subcontractors.

B. Other required information regarding qualifications such as financial data, previous experience and/or present commitments.

3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Bidder's State of Idaho Public Works contractor license number.

B. Subcontractor and Supplier qualification information including Subcontractor State of Idaho Public Works contractor license number.

3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 No pre-bid conference will be held.

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

5.01 *Site and Other Areas*

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

5.02 *Existing Site Conditions*

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

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data. In accordance with Paragraph 5.05 of the General Conditions, the Contractor is responsible for verifying the actual location of all Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work.

5.03 *Other Site-related Documents*

A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

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

B. Bidders visiting the Site are required to arrange their own transportation to the Site.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

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

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

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

ARTICLE 7—INTERPRETATIONS AND ADDENDA

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

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

A. Bidder questions may be submitted to the Engineer in person at the office address listed below or via mail, fax and email.

500 East Golden Gate Avenue, Wilder, Idaho 83676
Fax: (208) 482-6267
Email: bobw@gghd3.org

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than **5** days prior to the date for opening of Bids may not be answered.

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

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

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

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

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

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

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. **Independent 3rd party testing and inspection consulting firm.**

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

11.05 Per Idaho Code 67-2310, Bidder shall include in their bid the name(s), address(es), and Idaho Public Works Contractors License number(s) of the Subcontractors who will, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air conditioning work, and the electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid unresponsive and void. Use *Naming of Subcontractors Form 00440*.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be

indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

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

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

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

13.02 *Base Bid with Alternates*

A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

13.03 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

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

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

13.04 *Allowances*

A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

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

15.03 Refer to Idaho Code Sections 54-1904b, 54-1904b, and 54-1904d for relief from bids.

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority

established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 The purchase of construction services shall be made pursuant Idaho Statute Title 67, Chapter 28. The acquisition of construction services must be subject to a competitive bidding process made from a qualified public works contractor submitting the lowest bid price complying the bidding procedures and meeting prequalification criteria, if any are provided in accordance with I.C. 67-2805, that are established in the bidding documents. For a Category A bid process, the political subdivision may only consider the amount bid, bidder compliance with the administrative requirements of the bidding process, and whether the bidder holds the requisite State of Idaho Public Works Contractors License, and shall award the bid to the responsible bidder submitting the lowest responsive bid.

ARTICLE 19—BONDS AND INSURANCE

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

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

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

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Refer to Article 7.10 of the General Conditions for tax requirements.

ARTICLE 22—CONTRACTS TO BE ASSIGNED (NOT APPLICABLE)

ARTICLE 23—STATE OF IDAHO STATUTORY PROVISIONS

23.01 Additional State of Idaho Statutory provisions to be aware of:

A. Title 54, Chapter 19, *Public Works Contractors.*

1. Idaho Code Section 54-1920(2) regarding a public officer who lets a contract to an unlicensed firm may be held personally liable.

2. Idaho Code Section 54-1926 regarding the requirement for payment and performance bonds on all public works projects over $50,000.

3. Idaho Code Section 54-1928 regarding agencies and officials may be held liable for failure to obtain bonds.

B. Idaho Code Title 46, Chapter 10, *State Disaster Preparedness Act*, regarding emergency exceptions,

C. Idaho Code Section 67-2348, *Preference for Idaho Domiciled Contractors on Public Works,*

D. Idaho Code Section 67-2349, *Preference for Idaho Suppliers and Recycled Paper Products for Purchases.*

BID FORM

Golden Gate Highway District No. 3
Ustick Road, US-95 to Allendale Road

PROJECT IDENTIFICATION:

The project generally consists of constructing 1.9 miles of a 0.25-foot thickness of asphalt paving in two lifts, with a typical width of 26 feet on top of Recycled Asphalt Base Stabilization, including:

- Approximately 4,739 tons of plant mix asphalt paving,
- 0.80 mile shoulder widening and drainage improvements on both side of the roadway,
- Approximately 1,877 CY of 3-inch Minus and 6,123 CY of ¾" aggregate to raise roadway to finish grade, and
- Approximately 747 linear feet of drainage/irrigation pipe replacement.

THIS BID IS SUBMITTED TO: Golden Gate Highway District No. 3
500 E. Golden Gate Ave.
Wilder, ID 83676

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Bid Documents to perform the WORK as specified or indicated in said Bid 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.

2. Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those in the Notice of Advertisement for Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the Notice of Advertisement for Bids unless otherwise required by law or for such period of time that the Bidder may agree to in writing upon request of the Owner.

   A. Bidder has examined copies of all the Bid Documents including addenda (if any receipt of all of which is hereby acknowledged):

Addendum No.	Addendum Date	Initials of Bidder
_____	_____	_____
_____	_____	_____

   B. Bidder has visited, or has chosen to not visit, the Site in order to 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 the nature and extent of the Bid Documents, locality, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, and progress and has made such independent investigations, as Bidder deems necessary.

   D. Bidder has carefully studies all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to the existing surfaces or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

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

F. Bidder does not consider that any 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 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 related to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data within the Bidding Documents.

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

J. 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.

4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder will complete the Work in accordance with the Contract Documents for the following prices.

UNIT PRICE SCHEDULE

SPECIFICATION PAYMENT REFERENCE*	ITEM*	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201.4.1.A.1	Clearing and Grubbing	ACRE	5.2		
201.4.1.C.1	Removal of Obstruction	LS	1		
202.4.1.A.1	Excavation	CY	11,092		
202.4.8.A.1	Dust Abatement Water	MG	1,171		
307.4.1.K.1	Soft Spot Repair	CY	390		
601.4.1.A.11A	12” Storm Drain Culvert/Irrigation Pipe	LF	747		
801.4.1.A.1A	3-in Minus Uncrushed Aggregate Base	CY	1,877		
801.4.1.A.1B	6-in Minus Uncrushed Aggregate Base	CY	6,181		
802.4.1.A.1	3/4 -Inch Minus Crushed Aggregate	CY	6,123		
810.4.1.A.5	Superpave HMA Pavement	TON	4,739		

1001.4.1.A.1	Sediment Control	LS	1		
1103.4.1.A.1	Construction Traffic Control	LS	1		
1105.4.1.E.1	Relocate Sign	EA	10		
2010.4.1.A.1	Mobilization (10%)	LS	1		
2020.4.1.E.1	Reference and Reset Monuments	LS	1		
2030.4.1.D.1	Miscellaneous Utility Adjust to Grade	EA	2		
2040.4.1.A.1	Fence	LF	744		
SP 3000.4.1.A.1	Survey	LS	1		
SP 3001.4.1.A.1	R.A.B.S.	SY	23,489		
SP 3002.4.1.A.1	Coordinate Relocation of Utility	LS	1		
SP 3003.4.1.A.1	Remove & Replace Mailbox	EA	3		
SP 3004.4.1.A.1	Paved Driveway Access	EA	1		
SP 3004.4.1.B.1	Gravel Driveway Access	EA	43		
SP 3006	Remove and Reset Fence Type-Wood Fence	LF	95		
				TOTAL BID:	

TOTAL:_____

(Use words)

* All items of work on this project are identified as contingency items, in that the variation in quantities does not apply. The contractor will be paid for actual quantities of each item completed.

If not separately indicated in the Unit Price Schedule, all work shall be incidental to the project and included in the prices listed above.

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

6. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all Unit Price Bid items will be based upon actual quantities provided, determined as provided in the Contract Documents.

7. Bidder agrees that the Work shall not commence until the date indicated in the Agreement. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

9. The following documents are attached to and made a condition of this Bid:

   A. Required Bid security as specified in the Bid Documents;

   B. Bidder shall include in his Bid the name(s) and address(es), and Idaho Public Works Contractor License number(s) of the Subcontractors, if any, who shall, in the event that the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning, and electrical work under the general Contractor;

C. In addition to subcontractors for plumbing, heating and air-conditioning, and electrical work; provide the name(s) and address(es), additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders. Include the Idaho Public Works Contractor License number(s) of the Subcontractors, if any);

D. Required Bidder qualifications statement with supporting data.

10. The terms used in this Bid with initial capital letters have the same meaning as in the Instructions to Bidders, General Conditions and Supplementary Conditions.

Submitted on, _____, 2026.

Idaho Public Works Contractor License No. _____ (attach a copy)

Expiration Date: _____

BIDDER is: (complete one of the following four pages and "X" through those that are not applicable)

If Bidder is an Individual:

Name (typed or printed): _____

By: _____ (Seal)
(Signature)

Bidders mailing address: _____

_____

_____

Phone No. _____

Fax No. _____

Email: _____

If Bidder is a Partnership:

Partnership Name (typed or printed): _____ (Seal)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Title: _____

Bidders mailing address: _____

_____

_____

Phone No. _____

Fax No. _____

Email: _____

If Bidder is a Corporation:

Corporation Name (typed or printed): _____ (Seal)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Title: _____

Attested By:_____

Bidders mailing address: _____

_____

_____

Phone No. _____

Fax No. _____

Email: _____

State of Incorporation: _____

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

Date of Qualification to do business: _____

If Bidder is a Joint Venture:

Joint Venture Name (typed or printed): _____ (Seal)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Title: _____

Bidders mailing address: _____

_____

_____

Phone No. _____

Fax No. _____

Email: _____

Joint Venture Name (typed or printed): _____ (Seal)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Title: _____

Bidders mailing address: _____

_____

_____

Phone No. _____

Fax No. _____

Email: _____

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

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning 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.

Subcontractor Name and Address	**Classification**	**License Number**
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		

NOTES TO USER

1. This form must be included for all bids.

Naming of Subcontractors, Suppliers and Other Entities Form

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).

Name and Address	**Classification**	**License Number(1)**

1) List Idaho Public Works Contractor License Numbers for all subcontractors.

NOTES TO USER

Include this form if Instructions to Bidders require listing of additional subcontractors, suppliers or other entities.

NOTICE OF AWARD

Date of Issuance:		
Owner:	Golden Gate Highway District No. 3	Owner's Project No.:
Engineer:	Bob Watkins, GGHD	Engineer's Project No.:
	Laura Bond, PE. (Ardurra)	
Project:	Ustick Road, US-95 to Allendale Road	
Contract Name:		
Bidder:		
Bidder's Address:		

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

Ustick Road, US-95 to Allendale Road

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

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner **Four (4)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

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

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

Owner: **Golden Gate Highway District No. 3**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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

This Agreement is by and between **Golden Gate Highway District No. 3** ("Owner") and **[Bid award Winner]** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

The project generally consists of constructing 1.9 mile of a 0.25-foot thickness of asphalt paving in two lifts, with a typical width of 26-feet on top of Recycled Asphalt Base Stabilization, including:

- Approximately 4,739 tons of plant mix asphalt paving,
- 0.80 mile shoulder widening and drainage improvements on both side of the roadway,
- Approximately 1,877 CY of 3-in Minus and 6,123 CY of ¾" aggregate to raise roadway to finish grade, and
- Approximately 747 linear feet of drainage/irrigation pipe replacement.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Ustick Road, US-95 to Allendale Road, the project, generally consists of rebuilding 1.0 miles of Ustick Road between US-95 and Allendale Road in western Canyon County, Idaho.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Bob Watkins, District Engineer** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Ardurra, stamped and signed by Laura Bond, P.E.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **7/17/2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **7/31/2026**.

B. Prior to final paving, the Contract shall coordinate with Ziply Communication for the relocation of their facilities as shown on the plans.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **65 working 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 **75 working days** after the date when the Contract Times commence to run.

1. This contract becomes effective as of the date of Award to construct the project for the Owner with specified bid items at the unit bid prices. A time extension may be mutually agreed to by the Owner and Contractor via Change Order.

2. Work shall commence at Contractor's option, at a time after the Notice-to-Proceed that provides for final completion per Section 4.02.A. Contractor shall determine their starting date and notify the Engineer at least 10 calendar days before the proposed start date. Once work has started, contract time will commence in accordance with General Conditions Section 2.

3. The Contractor shall work continuously to complete the work in accordance with General Conditions Section 15.03 of the General Provisions. Work shall be complete and ready for final payment in accordance with General Conditions Section 15.06 of the General Provisions. The work must begin and be completed as stipulated in this agreement and once begun the Contractor shall diligently continue operations to bring the project to substantial completion without interruption or delay. Under no circumstances shall the final completion be extended by mutually agreeable Change Order beyond October 22, 2021.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$2,000** for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1000** for each calendar day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is

precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a lump sum of (varies).

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

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
201.4.1.A.1	Clearing and Grubbing	ACRE	5.2		
201.4.1.C.1	Removal of Obstruction	LS	1		
202.4.1.A.1	Excavation	CY	11,092		
202.4.8.A.1	Dust Abatement Water	MG	1,171		
307.4.1.K.1	Soft Spot Repair	CY	390		
601.4.1.A.11A	12” Storm Drain Culvert/Irrigation Pipe	LF	747		
801.4.1.A.1A	3-in Minus Uncrushed Aggregate Base	CY	1,877		
801.4.1.A.1B	6-in Minus Uncrushed Aggregate Base	CY	6,181		
802.4.1.A.1	3/4 -Inch Minus Crushed Aggregate	CY	6,123		
810.4.1.A.1	Superpave HMA Pavement	TON	4,739		
1001.4.1.A.1	Sediment Control	LS	1		
1103.4.1.A.1	Construction Traffic Control	LS	1		
1105.4.1.E.1	Relocate Sign	EA	10		
2010.4.1.A.1	Mobilization (10%)	LS	1		
2020.4.1.E.1	Reference and Reset Monuments	LS	1		
2030.4.1.D.1	Miscellaneous Utility Adjust to Grade	EA	2		
2040.4.1.A.1	Fence	LF	744		
SP 3000.4.1.A.1	Survey	LS	1		
SP 3001.4.1.A.1	R.A.B.S	SY	23,489		
SP 3002.4.1.A.1	Coordinate Relocation of Utility	LS	1		
SP 3003.4.1.A.1	Remove & Replace Mailbox	EA	3		

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
SP 3004.4.1.A.1	Paved Driveway Access	EA	1		
SP 3004.4.1.B.1	Gravel Driveway Access	EA	43		
SP 3006	Remove and Reset Fence Type-Wood Fence	LF	95		
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **3rd Thursday** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner **on or before the 1st Wednesday of each month** and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

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

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **8** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications and Special Provisions as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **17** sheets with each sheet bearing the following general title: **Ustick Road, US-95 to Allendale**
8. Addenda. (none)
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. The Contractor is an appropriately licensed public works contractor per Idaho Cod Section 54-1902.

13. 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 the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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

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

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

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

Owner:	Contractor:
Golden Gate Highway District No. 3	
(typed or printed name of organization)	*(typed or printed name of organization)*
By:	By:
(individual's signature)	*(individual's signature)*
Date:	Date:
(date signed)	*(date signed)*
Name:	Name:
(typed or printed)	*(typed or printed)*
Title: Chairman	Title:
(typed or printed)	*(typed or printed)*
	(If Compliance Solutions & Contracting, LLC is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
(individual's signature)	*(individual's signature)*
Title: Secretary	Title:
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
500 E. Golden Gate Avenue	
Wilder, Idaho 83676	
Designated Representative:	Designated Representative:
Name:	Name:
(typed or printed)	*(typed or printed)*
Title: Director of Highways	Title:
(typed or printed)	*(typed or printed)*
Address:	Address:
500 E. Golden Gate Avenue	
Wilder, Idaho 83676	
Phone:	Phone:
Email:	Email:
(Golden Gate Highway District No. 3 is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.:
	(where applicable)
	State:

NOTICE TO PROCEED

Owner:	Golden Gate Highway District No. 3	Owner's Project No.:	
Engineer:	Bob Watkins, GGHD	Engineer's Project No.:	
	Laura Bond, PE. (Ardurra)		
Contractor:		Contractor's Project No.:	
Project:	Ustick Road, US-95 to Allendale Road		
Contract Name:	Ustick Road, US-95 to Allendale Road		
Effective Date of Contract:			

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

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

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **65 working days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **7/16/2026**; and the number of days to achieve readiness for final payment is **75 working days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **7/31/2026**.

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

- **Secure all permits and file NOI.**
- **Comply with requirements of Special Provision 3005; especially pre-construction meeting, scheduling and landowner coordination.**
- **Comply with Section 1103 - Construction Traffic Control**
- **Additional critical items that may be identified at the pre-construction meeting.**

Owner:	Golden Gate Highway District No. 3
By *(signature)*:	
Name *(printed)*:	
Title:	
Date Issued:	

Copy: Engineer

PERFORMANCE BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner	**Contract**
Name: Golden Gate Highway District No. 3 Mailing address *(principal place of business)*: 500 East Golden Gate Avenue Wilder, Idaho 83676	Description *(name and location)*: **Ustick Road, US-95 to Allendale Road** **Canyon County, Idaho** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 16

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

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

        5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **Surety Company's standard form complying with all provisions.**

PAYMENT BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner	**Contract**
Name: Golden Gate Highway District No. 3 Mailing address *(principal place of business)*: 500 East Golden Gate Avenue Wilder, Idaho 83676	Description *(name and location)*: **Ustick Road, US-95 to Allendale Road** **Canyon County, Idaho** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 18

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

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

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

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **Surety Company's standard form complying with all provisions.**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Golden Gate Highway District No. 3	Owner's Project No.:	
Engineer:	Bob Watkins, GGHD Laura Bond, PE. (Ardurra)	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	Ustick Road, US-95 to Allendale Road		
Contract Name:	Ustick Road, US-95 to Allendale Road		

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

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

Date of Substantial Completion: **[Date]**

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

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

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

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

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

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

[List attachments such as punch list; other documents]

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

Engineer

By *(signature)*:	
Name *(printed)*:	Bob Watkins
Title:	Director of Highways

NOTICE OF ACCEPTABILITY OF WORK

Owner:	Golden Gate Highway District No. 3	Owner's Project No.:	
Engineer:	Bob Watkins, GGHD	Engineer's Project No.:	
	Laura Bond, PE. (Ardurra)		
Contractor:		Contractor's Project No.:	
Project:	Ustick Road, US-95 to Allendale Road		
Contract Name:	Ustick Road, US-95 to Allendale Road		
Notice Date:		Effective Date of the Construction Contract:	

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

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

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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

Owner:	Golden Gate Highway District No. 3	Owner's Project No.:	
Engineer:	Bob Watkins, GGHD	Engineer's Project No.:	
	Laura Bond, PE. (Ardurra)		
Contractor:		Contractor's Project No.:	
Project:	Ustick Road, US-95 to Allendale Road		
Contract Name:	Ustick Road, US-95 to Allendale Road		
Date Issued:	Effective Date of Work Change Directive:		

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

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

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

Notes to User—Check one or both of the following

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

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

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

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

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:		
Date:		

CHANGE ORDER NO.: [Number of Change Order]

Owner:	Golden Gate Highway District No. 3	Owner's Project No.:	
Engineer:	Bob Watkins, GGHD	Engineer's Project No.:	
	Laura Bond, PE. (Ardurra)		
Contractor:		Contractor's Project No.:	
Project:	Ustick Road, US-95 to Allendale Road		
Contract Name:	Ustick Road, US-95 to Allendale Road		
Date Issued:	Effective Date of Change Order:		

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

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $	Original Contract Times: Substantial Completion: Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment:
[Increase] [Decrease] this Change Order: $	**[Increase] [Decrease]** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment:

	Recommended by Engineer (if required)	Authorized by Owner
By:		
Title:		
Date:		

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

FIELD ORDER NO.: [Number of Field Order]

Owner:	Golden Gate Highway District No. 3	Owner's Project No.:	
Engineer:	Bob Watkins, GGHD	Engineer's Project No.:	
	Laura Bond, PE. (Ardurra)		
Contractor:		Contractor's Project No.:	
Project:	Ustick Road, US-95 to Allendale Road		
Contract Name:	Ustick Road, US-95 to Allendale Road		
Date Issued:	Effective Date of Field Order:		

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

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

CONTRACTOR'S APPLICATION FOR PAYMENT No. _____

To: Golden Gate Highway District No. 3 (Owner)

From: (Contractor)

Contract: Ustick Road, US-95 to Allendale Road

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

For Work accomplished through the date of: _____

Item No.	Item Description	Schedule of Values				Work Completed & Stored	
		Quantity	Unit Price		Amount	Quantity	Amount
201.4.1.A.1	Clearing and Grubbing	5.2	ACRE				
201.4.1.C.1	Removal of Obstruction	1	LS				
202.4.1.A.1	Excavation	11,092	CY				
202.4.8.A.1	Dust Abatement Water	1,171	MG				
307.4.1.K.1	Soft Spot Repair	390	CY				
601.4.1.A.11A	12” Storm Drain Culvert/Irrigation Pipe	747	LF				
801.4.1.A.1A	3-in Minus Uncrushed Aggregate Base	1,877	CY				
801.4.1.A.1B	6-in Minus Uncrushed Aggregate Base	6,181	CY				
802.4.1.A.1	3/4 -Inch Minus Crushed Aggregate	6,123	CY				
810.4.1.A.1	Superpave HMA Pavement	4,739	TON				
1001.4.1.A.1	Sediment Control	1	LS				
1103.4.1.A.1	Construction Traffic Control	1	LS				
1105.4.1.E.1	Relocate Sign	10	EA				
2010.4.1.A.1	Mobilization (10%)	1	LS				
2020.4.1.E.1	Reference and Reset Monuments	1	LS				
2030.4.1.D.1	Miscellaneous Utility Adjust to Grade	2	EA				
2040.4.1.A.1	Fence	744	LF				
SP 3000.4.1.A.1	Survey	1	LS				
SP 3001.4.1.A.1	R.A.B.S.	23,489	SY				
SP 3002.4.1.A.1	Coordinate Relocation of Utility	1	LS				
SP 3003.4.1.A.1	Remove & Replace Mailbox	3	EA				
SP 3004.4.1.A.1	Paved Driveway Access	1	EA				
SP 3004.4.1.B.1	Gravel Driveway Access	43	EA				
SP 3006	Remove and Reset Fence Type-Wood Fence	95	LF				
	TOTAL (Original Contract)						
	TOTAL (Change Order)						
	TOTAL (Current Contract)						

Less _____ Retainage	$	-
Amount Due to Date	$	-
Less Previous Payments		
Amount due this Application	**$**	**-**

Accompanying Documentation: _____

Contactor's Certification: The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge in full all obligaitons of Contractor incurred in connection with Work covered by previous Payment Applications No. ___ thru ___ , inclusive; (2) title to all Work, materials & equipment incorporated in said Work or otherwise listed in or covered by the Payment Application will pass to Owner at time of payment free and clear of all liens, claims, security interest or encumberance; and (3) All Work covered by this Payment Application is in accordance with the Contract Documents and not defective as that

term is defined in the Contract Documents.

Dated: _____ _____ (Contractor)

By: _____

Recommend payment of the above AMOUNT DUE this application.

Dated: _____ By: _____ (Engineer)

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

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

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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

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

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

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

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

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39.a *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39.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.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

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

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment

into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

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

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-

term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

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

3.02 *Reference Standards*

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

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract

Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or

adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

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

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

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

or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

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

3. Technical Data contained in such reports and drawings.

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

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

their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

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. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own <u>negligent acts or omissions</u> ~~negligence~~.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

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

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed

by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

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

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

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

7.03 *Labor; Working Hours*

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

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or

description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

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

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

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

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

        4) is not objectionable to Owner.

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

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that

Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    a. will certify that the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design;
        2) be similar in substance to the item specified; and
        3) be suited to the same use as the item specified.
    b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    c. will identify:
        1) all variations of the proposed substitute item from the item specified; and
        2) available engineering, sales, maintenance, repair, and replacement services.
    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a

Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

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

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation.

Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as

being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

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

7.10 *Taxes*

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

B. <u>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.</u>

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under paragraph 7.11, 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:

1. 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:

2. 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;

3. 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

4. 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.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve

Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

   1. all persons on the Site or who may be affected by the Work;

   2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

   3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the

Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

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

7.18 *Indemnification*

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

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design

professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

7.20 *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 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

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

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the

Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

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

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

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

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, ~~under cost-plus-fee,~~ time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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

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

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. ~~*Contractor's Fee*~~

~~1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~

~~a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~

~~b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~

~~1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~

~~2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

~~2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change~~

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

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

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

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

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

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

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

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. ~~Ten~~ Twenty-one days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

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

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

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

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

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

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

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure. Such cure must occur within no more than thirty (30) days of said notice unless otherwise extended by the Engineer.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

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

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until

payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement ISPWC Division 100 ~~EJCDC® C-700~~, Standard General Conditions of the Construction Contract ~~(2018)~~. The General Conditions remain in full force and effect except as amended.

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

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

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **1** printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and **one copy** in electronic portable document format (PDF).

2.03 <u>Add Paragraph 2.03.B:</u>

A. <u>Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to the Owner (or Engineer) the following:</u>

1. <u>WH-5 Public Works Contract Report in conformance with Idaho Code Sections 54-1904A and 63-3624(g), and</u>

2. <u>Affidavit of Payment of Securement of all taxes in conformance with Title 63, Chapter 15 Idaho Code.</u>

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.03 *Reference Points*

SC-4.03.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 or the Contractor's subcontractor will be replaced by the Owner the cost thereof charged to the Contractor.

Use this paragraph to define the engineering surveys to be provided by the Owner.

SC-4.03 Add the following new paragraph immediately after Paragraph 4.05.A:

B. The Owner will provide engineer survey to establish the following reference points for construction control:

[A: As indicated in the Contract Documents]

[B: As follows:]

4.05 *Delays in Contractor's Progress*

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

1. Extension of Contract Time for Weather

a. For calendar day and completion date contracts, the Owner will extend the contract time one day of each lost day of work on the critical path caused by weather that exceed the reasonably anticipated weather days per month as listed in Table 4.05. A "lost day of work" means that normal production on the critical path activity(ies) cannot proceed for at least five (5) hours per day as determined by the Owner or the Engineer. Weather days on weekends or holidays will not be considered as lost working days.

Table 4.05 – Anticipated Weather Days per Month

		ITD District					
Month		#1	#2	#3	#4	#5	#6
	January	10	7	8	8	8	8
	February	7	6	6	6	6	6
	March	7	6	6	6	6	6
	April	5	6	4	4	4	4
	May	5	6	4	5	5	5
	June	4	4	2	3	3	3

	July	1	1	1	1	1	1
	August	1	1	1	1	1	1
	September	2	1	1	1	1	1
	October	4	3	2	1	1	1
	November	9	6	6	5	5	5
	December	11	7	7	7	7	7

5. ~~*Weather-Related Delays*~~

~~a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.~~

~~b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:~~

~~1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":~~

~~i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **[threshold precipitation quantity]** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.~~

~~ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **[temperature]** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **[temperature]** degrees Fahrenheit.~~

~~2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **[name of the entity operating the weather station]** weather monitoring station at **[location of the weather monitoring station]**.~~

~~3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit **[exhibit number]—**Foreseeable Bad Weather Days.~~

~~4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit **[exhibit number]**— Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.~~

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

5.03 *Subsurface and Physical Conditions*

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

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
Geotechnical Evaluation for Ustick Road prepared for Ardurra	July 19, 2024	Boring logs and pavement design

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
NONE		

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **Issuing Office** during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

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

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
NONE		

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
NONE		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of ISPWC 00610 ~~EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition~~).

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of ISPWC 00615 ~~EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition)~~.

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

I. Contractor shall furnish additional [performance bond(s)] [performance and payment bonds] [cash surety] for work on [Right-of-Way Authority] right-of-way in the amount of [$] as required by the [Right-of-Way Authority] permit. The bond(s) shall be made payable to the [Right-of-Way Authority] designated on the Drawings and shall be in force for a period of one (1) year from the date of acceptance of the Work to cover all guarantees against defective workmanship and materials and other requirements for Work within the [Right-of-Way Authority] right-of-way as specified. The surety furnishing this Bond shall have a sound financial standing and a record of service satisfactory to the Owner and the [Right-of-Way Authority]. Contractor shall pay all costs for this (these) Bond(s).

6.02 *Insurance—General Provisions*

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

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

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

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess,

pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **None**

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$
Bodily injury by disease—aggregate	$
Employer's Liability	
Each accident	$
Each employee	$
Policy limit	$
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

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

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

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

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$5,000,000
General Aggregate	$

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**[specify amount]** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$
General Aggregate	$

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$
Annual Aggregate	$

O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Insert additional specific requirements, commonly set by the railroad, here.]

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	$
Aggregate	$

P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	$
General Aggregate	$

Q. *Other Required Insurance:* **[Here list additional types and amounts of insurance that Contractor is required to carry.]**

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 When Owner requires partial or full use of some parts of the Work prior to or after Substantial Completion but before final acceptance, appropriate arrangement MUST be made for endorsements on the Contractor-provided property insurance policies so that the interests of all parties are protected. If this is anticipated before bidding, a provision to that effect should be included in SC-5.10 and similar language supplemented to SC-14.05 (add a supplemental paragraph 14.05.A.3). Secure and follow Owner's INSTRUCTIONS on this matter. Use the following to keep the Owner's options open.

Add the following paragraph following Paragraph 6.04.E:

E. The property insurance shall contain no partial occupancy restriction for utilization of the Project by the Owner for the purpose intended.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

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

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of $500,000.

5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of $500,000.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

a. **none**

11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

a. **none**

12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of $500,000

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

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

D. **Owner** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day.

7.10 *Taxes*

ARTICLE 8—OTHER WORK AT THE SITE

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be Gordon Bates, PE, District Engineer. The authority and responsibilities of Owner's Site Representative follow: **per SC-10.07 below.**

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.07 Add the following new paragraph immediately after Paragraph 10.09.E:

A. Owner will furnish Project representation during the construction period. The duties, responsibilities and limitations of the authority specified for the Engineer in Article 9-ENGINEERS STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the Owner.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

13.01 *Cost of the Work*

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

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $500.

13.03 *Unit Price Work*

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

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to **5** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **5** percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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

No suggested Supplementary Conditions in this Article.

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

15.01 *Progress Payments*

Sometimes public Owners cannot guarantee that monthly progress payments will be made to the Contractor within 30 days after receipt as required by GC-14.02. The Owner's payment procedure and timetable should be established and, if needed, appropriate changes be made in paragraph 14.02.C.1.

While the actual day of the month for the submittal of the Contractor's payment application can be established at the Preconstruction Conference, the number of days for Engineer's review and the number of days in which the Owner's payment to the Contractor becomes due and payable is established by GC-15.01. Caution should be exercised, while preparing the Contract Documents, to assure that the Owner's payment time frame meets with the Owner's capabilities.

SC-15.02.D. Delete paragraph 15.02.D.1 of the General Conditions in its entirety and insert the following in its place:

1. 10 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.02.D) become due, and when due will be paid by Owner to Contractor.

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

F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the

Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

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

17.02 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of $100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

ARTICLE 18—MISCELLANEOUS

ARTICLE 19—FUNDING AGENCY REQUIREMENTS

EXHIBIT A—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January			
February			
March			
April			
May	4	0	0
June	2	0	0
July	1	0	0
August	1	0	0
September	1	0	0
October	2	0	0
November			
December			

Notes:

1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

REVISIONS TO THE STANDARD SPECIFICATIONS (ISPWC) & SPECIAL PROVISIONS

Ustick Road Project No. 240188

GENERAL NOTES PART 1 – GENERAL PROJECT INFORMATION, SCHEDULE, AND COORDINATION

1. All work shall conform to the requirements of the Construction Drawings, Contract Documents, 2020 Edition of the Idaho Standards for Public Works Construction (ISPWC), Highway Standards & Development Procedures for the Association of Canyon County Highway Districts, Federal, State, and Local Permit requirements, and easement or use of property agreement or conditions. In addition, all work shall conform to these revisions to the ISPWC Standard Specifications and Special Provisions. In the case of conflict, the more stringent requirements shall be adhered to.

2. This project proposes to improve Ustick Road from the Allendale Road intersection to the US-95 intersection.

3. The project will be completed in one phase. Schedule is to be set at time of bidding.

4. All soil material excavated from the roadway, as defined by ISPWC Section 203, shall remain the property of the contractor. Any excavated material that contains aggregate larger than 10 inches in diameter, metals, concrete, chemicals, tree roots or other unsuitable materials, shall be exported to the contractor's approved location. It shall be the contractor's responsibility to acquire the disposal site. The contractor shall acquire written permission from the owner of such additional waste sites proposed, and a copy of said permission shall be furnished to the construction engineer prior to any hauling to that site. There will be no separate payment item for hauling of any such material.

5. The Contractor shall, at his/her own expense, make all arrangements for the use of haul routes. The protection of all property on and along these haul routes shall be in accordance with applicable sections of Standard Specifications. The Contractor shall be responsible for the immediate clean-up of debris from haul operations along these haul routes. All costs for these items shall be considered incidental to the unit contract price for related contract items.

6. The Contractor shall, at his/ her own expense, make all arrangements for construction staging and material storage areas. All costs for these items shall be considered incidental to the unit contract price for related contract items.

7. The area of disturbance is greater than 1 acre, therefore the Contractor shall secure an EPA Construction General Permit and an Erosion and Sediment Control Plan (ESCP) to include all work. In addition, all local and state sediment control requirements must still

be complied with. Permits shall include all utility relocations (by utility companies) necessary to complete the project as the utility companies will operate under the Contractor's EPA Construction General Permit and ESCP. The contractor shall file an NOI prior to construction.

8. Coordinate all work with Golden Gate Highway District and the Construction Engineer. The Contractor shall coordinate weekly meetings with the Owner, utility companies, subcontractors and any other entities involved in the project. Weekly meetings shall include the 3 week look-ahead schedule (provided by the contractor) for activities. Meeting topics will include the project work schedule, status of submittals, inspection/test coordination, traffic control/access coordination, public media outreach and other items as appropriate. This work shall be completed to minimize disruption to utility services, traffic and adjoining land and business owners.

9. Contractor is responsible to coordinate construction schedule and work areas with the Construction Engineer so that the Construction Engineer can notify all landowners within 600 feet of construction activities. Contractor shall provide Construction Engineer notice of changes in work area a minimum of ten (10) business days prior to start of construction so that Construction Engineer can notify landowners.

10. The Contractor will be required to use the supplied traffic control plan within the project drawings or may submit an alternative traffic control plan to the Construction Engineer for review and acceptance. Construction Engineer accepted traffic control must be inplace prior to construction.

11. All materials shall be supplied from an Approved Contractor Furnished Source. It shall be the Contractor's responsibility to obtain all clearances required for the use of the source(s). The Contractor will assume all costs incurred in obtaining approvals for the use of the source(s).

12. Once bids are opened and the apparent low bidder is identified, the Highway District reserves the right to eliminate any items, reduce the construction limits, or reduce bid quantities or a combination thereof as they deem necessary to stay within budget. There will be no compensation to the Contractor for the elimination of items of work or change in construction limits or reduction in quantities or a combination thereof. The Contractor is advised to provide balanced bids for all items of work.

13. When Highway District initiates a change, the Construction Engineer will inform the Contractor of the proposed change in the work and will request a detailed price proposal for the change. The Contractor shall provide a detailed price proposal within five (5) work days. If a price cannot be agreed upon between the contractor and owner, the work shall be performed on Time & Materials Basis.

14. Unsatisfactory work, whether the result of poor workmanship, use of defective materials, and damage through carelessness or any other cause found to exist prior to final completion, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

15. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Protect properties adjacent to project site.

16. All contractor employees represent the Golden Gate Highway District and will be courteous and helpful to the public. Any employee responding to a citizen in a rude or discourteous manner, shall, at the request of the Highway District, be removed by the contractor from the project permanently.

17. The Contractor shall protect all Underground Utilities during construction operations. It shall be the Contractor's responsibility to notify Dig Line and the Highway District for utility locations before any excavation. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protections as may be necessary. In the event that Dig Line and the Highway District have located the utilities in the area and unmarked utilities are damaged, the Contractor shall provide the equipment, labor, and materials necessary to complete the repairs at cost plus 10%. If the Contractor needs outside resources to complete the repairs, the Contractor will be reimbursed at cost.

18. The Contractor shall provide test results to the Construction Engineer within forty-eight (48) hours after field sampling is completed.

19. The Contractor shall take no advantage of any apparent error or omission in the Plans or other Contract Documents. In the event that the Contractor discovers such an error or omission, he/she shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and other Contract Documents.

END OF SECTION

GENERAL SUBMITTALS, SHOP DRAWINGS AND SAMPLES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.

To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by Owner's Engineer.

Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

1.2 QUALITY ASSURANCE

A. Coordination of submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

B. Certificates of compliance: Certify that all materials used in the work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found to not meet specified requirements.

C. Show on each certification the name and location of the work, name and address of Contractor, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.

D. In addition to the above information, all laboratory test reports submitted with Certificates of Compliance shall show the date or dates of testing, the specified requirements for which testing was performed, and results of the test or tests.

1.3 SUBMITTALS

A. Submittal schedule: Within 14 days after execution of the Agreement, and before any items are submitted for approval, submit to the Highway District three (3) copies, or by email, as described in Article 2.1 of this Section.

B. Certificates of Compliance: Prior to installation of the materials, and as a condition of acceptance, submit to the Highway District all Certificates of Compliance required.

C. Substitutions: Make all submittals of Shop Drawings, Samples, Requests for Substitution, and other items, in strict accordance with this Section. When the Contractor elects to use a material exceeding specifications for convenience or availability, he/she does so at his/her own expense unless approved by the Highway District.

D. Test Summary submittal: The Contractor's testing lab will prepare a list of all required submittals and minimum testing frequency of all materials. These shall be identified by Section and Item numbers. This Test Summary shall be approved by the Highway District prior to starting construction.

1.4 GUARANTEE

A. The Contractor shall bear ultimate responsibility for providing a complete working system and shall guarantee that all installed system components are compatible and will provide for the intended operation of the component and the system of which it is a part.

PART 2 - MATERIALS

2.1 SUBMITTAL SCHEDULE

A. General: Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the work.

Include a list of each type of item for which Contractor's drawings, Shop Drawings, Certificates of Compliance, material samples, guarantees, or other types of submittals are required. Upon review and comment by the Highway District this schedule will become part of the Contract and the Contractor will be required to adhere to the schedule except when specifically otherwise permitted.

B. Coordination: Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to

the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as described in Paragraph 3.2 below.

C. Revisions: Revise and update the schedule on a monthly basis as necessary to reflect conditions and sequences. Promptly submit revised schedules to the Highway District for review and comment.

2.2 SHOP DRAWINGS AND COORDINATION DRAWINGS

A. Shop drawings:

1. Scale and measurements: Make all Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

2. Submit an electronic copy of all Shop Drawings to the Owner’s Engineer.

2.3 MANUFACTURERS' LITERATURE

A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.

2.4 SAMPLES

A. Accuracy of samples: Samples shall be of the precise article proposed to be furnished.

B. Number of samples required: Unless otherwise specified, submit 2 samples, one of which will be retained by the Highway District.

C. Reuse of samples: In situations specifically so approved by the Highway District, the Highway District's retained sample may be used in the construction as one of the installed items.

2.5 COLORS AND PATTERNS

A. Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Highway District for review and selection.

2.6 SUBSTITUTIONS

A. Approval required: The Contract is based on the standards of quality established in the Contract Documents.

B. All products proposed for use, including those specified by required attributes and performance shall require approval by the Highway District before being incorporated into the work.

2.7 AVAILABILITY OF SPECIFIED ITEMS

A. Verification: The Contractor shall be responsible for verifying to his/her satisfaction that all specified items will be available in time for installation during orderly and timely progress of the work.

B. Notification: In the event specified items will not be available, the Contractor shall notify the Highway District prior to receipt of bids.

C. Delays: The costs of delays resulting from non-availability of specified items, when such delays could have been avoided by the Contractor, will be the Contractor's liability and shall not be borne by the Owner.

PART 3 - WORKMANSHIP

3.1 IDENTIFICATION OF SUBMITTALS

A. General: Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information (item and section number) required for identification and checking of submittals. Do not submit multiple submittals under a single transmittal - each submittal shall be for specific item and needs to be addressed on its own merit for acceptance or rejection.

B. Internal identification: On each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.

C. Resubmittal: Resubmittals shall include a new letter of transmittal with item and section numbers as defined Section 3.1, Paragraph A.

D. Submittal log: Maintain an accurate submittal log for the duration of the Contract, showing current status of all submittals at all times. The minimal required information on the submittal log shall be the date it was transmitted, Contractor's transmittal number, description, subcontractor reference, specification reference, Engineer's review status and date returned to the Contractor. The Contractor shall

submit his/her submittal log with his/her progress payment application on a monthly basis. The updated submittal log will be precedent to all progress payments unless otherwise directed by the Highway District.

3.2 COORDINATION OF SUBMITTALS

A. General: Prior to submittal for review and comment, use all means necessary to fully coordinate all material including, but not necessarily limited to:

1. Determine and verify all interface conditions, catalog numbers, and similar data.

2. Coordinate with other trades as required.

3. Clearly indicate all deviations from requirements of the Contract Documents.

B. Grouping of Submittals: Unless otherwise specified, make all submittals in groups containing all associated items, each item under separate letter of transmittal, to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned. Full compliance of Section 3.1 is an understood requirement of this section by the Contractor.

3.3 TIMING OF SUBMITTALS

A. General: Make all submittals far enough in advance of schedule dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and Resubmittals, and for placing orders and securing delivery.

B. Engineer's Review Time: In scheduling, allow at least 10 calendar days for review by the Highway District following their receipt of the submittal.

C. Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

3.4 ENGINEER'S REVIEW

A. General: Review by the Engineer shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.

B. Revisions: Make all revisions required by the Engineer. If the Contractor considers any required revision to be a change, he/she shall so notify the Engineer as provided for under "Changes" in the General Conditions. Show each drawing revision by number, date, and subject in a revision block on the drawing. Make only those revisions directed by the Engineer.

C. Revisions after Review and Comment: When a submittal has been reviewed by the Engineer, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for the work required under this Section.

END OF SECTION

SECTION 201
CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS

PART 1 – GENERAL

Amend Part 1.1.B to include the following:

2. Saw cut for the removal of existing asphalt.

PART 3– WORKMANSHIP

Amend Part 3.1.B to include the following:

9. Saw cut for the removal of existing asphalt.

Amend Part 3.2 to include the following:

F. Saw Cutting and Removal of Existing Bituminous Pavement

1. All saw cuts shall be made at the locations shown on the drawings.

2. Pavements must be cut by mechanical means to the full depth in straight lines. The equipment used to perform the saw cutting shall be approved by the Engineer prior to commencement of the work.

3. Existing bituminous pavement to be removed from the designated areas shall be removed in chunks or by rototilling and disposed of off-site. Pavement to be removed in chunks shall be cut to the full depth of the materials around the perimeter of the area to be removed.

G. Removal of Trees

1. Remove specific trees as specified by the Highway District. All other trees that need to be removed for clearing and grubbing will be considered incidental to clearing and grubbing.

H. Removal of Stumps

2. Remove specific stumps as specified by the Highway District. All other stumps that need to be removed for clearing and grubbing will be considered incidental to clearing and grubbing.

END OF SECTION

SECTION 307
STREET CUTS AND SURFACE REPAIRS

PART 3– WORKMANSHIP

Amend Part 3.3 to include the following:

3.3 SOFT SPOT REPAIR

D. Remove unsuitable subgrade material as directed by the Resident Project Representative. All soft spot repair areas shall be back filled with roadway subbase material as specified in the construction drawings.

PART 4– MEASUREMENT AND PAYMENT

Replace Part 4.1.K with the following:

K. Soft Spot Repair, Uncrushed Aggregate: All soft spot repair for this project shall be paid under bid item 307.4.1.K.1. The amounts shown in the Bid Schedule are for bidding purposes only, and do not represent the actual amount, which will be determined during construction. Variation in quantities, as stated in the ISPWC, will not apply to these items. The unit price bid shall be used regardless of the actual quantity used in the field. Payment includes all cost incurred for removal and disposal of existing subgrade material, and for the placement of imported fill material as outlined in Section 307.3.3.D. No payment will be made for soft spots which develop due to Contractor prematurely removing asphalt surface.

1. Bid Schedule Payment References: 307.4.1.K.1
2. Bid Schedule Description: Soft Spot Repair Uncrushed Aggregate …cubic yard (CY)

END OF SECTION

SECTION 810
PLANT MIX PAVEMENT

PART 4 – MEASURMENT AND PAYMENT

Amend Part 4.1.A to include the following:

5. Bid Schedule Payment Reference: 810.4.1.A.5
6. Bid Schedule Description: Plant Mix Pavement 1/2” Superpave HMA SP3…ton (TON)

END OF SECTION

SECTION 1001
CONSTRUCTION SITE MANAGEMENT

PART 1 – GENERAL

Amend part 1.4. to include the following:

C. All permits, notifications, and fees associated with this work shall be the responsibility of the contractor.

PART 2 – MATERIALS

Amend Part 2.1 to include:

2.2 SLOPE DRAINS

A. Slope drains may be constructed of pipe, fiber mats, rubble, Portland cement concrete, bituminous concrete, or other materials that will adequately control erosion.

2.3 SILT FENCES

A. Silt fences shall be prefabricated GTF-104 as manufactured by Exxon Chemical Co. or approved equal.

2.4 CATCH BASIN INLET PROTECTION

A. All materials shall meet commercial grade standards and shall be approved by the Engineer before being incorporated into the project.

PART 3 – WORKMANSHIP

Amend Part 3 to include the following:

3.2 GENERAL.

A. The contractor shall not commence any clearing, grubbing, earthwork, or other construction activities that may cause erosion and sediment to leave the site until all BMP's are in place and have been approved by the Highway District.

3.3 SCHEDULE

A. Prior to the start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work, as are

applicable for grading; construction; and paving. The Contractor shall also submit any proposed alternative BMP's if different from SWPPP for review and approval by the Highway District. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted.

3.4 CONSTRUCTION DETAILS**.**

A. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.

B. In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or are ordered by the Engineer or the Highway District, such work shall be performed by the Contractor at his/her own expense.

C. The Construction Engineer may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.

D. The erosion control features installed by the Contractor shall be acceptably maintained by the Contractor during the construction period.

E. Whenever construction equipment must cross watercourses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.

F. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto.

END OF SECTION

SECTION 1103
CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

Amend Part 1.1 to include the following:

B. Traffic Control Plan: The contractor shall use the provided traffic control plan within the project drawings or may prepare a traffic control plan for the project and submit it to the Highway District for approval.

C. Traffic Control Implementation: Traffic control measures of approved traffic control plan shall be implemented as accepted by the Construction Engineer prior to the start of construction.

D. Traffic Control: The contractor shall furnish, erect, maintain and relocate as necessary traffic control devices and provide flagging as prescribed in the approved traffic control plan or as directed by the Engineer. The contractor shall retain ownership of all traffic control devices throughout the project and remove them from each area when no longer needed.

E. Traffic Control Phase Relocation/Setup: The contractor shall furnish all labor, equipment, and materials necessary to relocate the temporary traffic control. All work shall be paid for under the Construction Traffic Control pay item.

F. Permanent Traffic Control Measures: Contractor shall furnish and install the permanent barriers and signs called out on the plans necessary to close the existing road.

END OF SECTION

SECTION 1105
PERMANENT TRAFFIC SIGNING

PART 4 – MEASUREMENT AND PAYMENT

Amend Part 4.1 to include:

E. Permanent Signing. Measurement and payment per each shall include aluminum plate sign, steel sign post, and anchor assembly. This item includes full compensation for all materials, tools, labor, equipment and incidentals necessary for the proper completion of this item.

1. Bid Schedule Payment Reference: 1105.4.1.E.1
2. Bid Schedule Description: Relocate Sign …each (EA)

END OF SECTION

SECTION 2010
MOBILIZATION

PART 4 - MEASUREMENT AND PAYMENT

Replace Part 4.1.A with:

A. Mobilization: By the lump sum. The amounts allowable in partial payments under this contract shall be sixty (60) percent of the total contract bid item for mobilization on the first monthly progress payment or estimate and forty (40) percent of the total contract bid price after the certificate of substantial completion for the project is issued by the Engineer and at the next proceeding progress payment following the substantial completion notice to the Contractor. Interim milestone or phase completion dates shall not be considered in the determination or payment under this section for mobilization and substantial completion shall mean the project's substantial completion date only.

1. Bid Schedule Payment Reference: 2010.4.1.A.1.
2. Bid Schedule Description: Mobilization (10% Maximum) …lump sum (LS).

END OF SECTION

SP-3000
SURVEY

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This specification describes the Contractor's responsibilities for surveying and Field Engineering necessary to construct the work.

B. The Work shall consist of staking lines and grades for roadways, manholes, inlets, traffic control devices, and spotting for lane markings.

C. The Work shall include remeasurement or reestablishment work, as required, if the Engineer determines that any portion of the work has not been completed in conformity with line, grade and dimensions shown on the plans or as directed by the Engineer.

D. Surveyor Qualifications: All surveying and construction staking shall be under the direction and supervision of a qualified surveyor knowledgeable of construction surveying and volumetric calculation for the work described in this specification. The standard of care and knowledge of the surveyor shall be that of a licensed surveyor but being licensed as a surveyor in the State of Idaho is not required or a prerequisite of the surveyor. The Contractor shall submit evidence and qualifications of the surveyor(s) competency to the Engineer for review and comment at the preconstruction conference and prior to commencing with any surveying or staking activities at the site.

PART 2 – MATERIALS

2.1 DOCUMENTATION AND RECORDS

A. The Surveyor shall provide all field notebooks and forms to be used for construction staking. The field notebooks and forms shall become the property of the Engineer upon completion of the work. The field notebooks used for the work shall be made available to the Engineer upon request at any time during the execution of the work. Such request may be made verbally or in a written form and shall be complied with immediately by the Contractor or his/her Surveyor.

2.2 MATERIAL AND EQUIPMENT

A. The Surveyor shall furnish all stakes, surveying equipment, and other devices necessary for establishing, setting, marking and maintaining the required control

and reference points to construct the work. All lumber shall have the following minimum dimensions in inches:

Hubs	2"x2"x8"
Stakes	1"x2"x16"
Lath	½"x2"x48"

Plastic marking flagging and paint shall be highly visible type supplied in the colors of red, white, blue, yellow and orange. Surveyor should make a reasonable effort to avoid duplication of colors used for existing utility marking.

PART 3 - WORKMANSHIP

3.1 CONSTRUCTION STAKING

A. Surveying Control and Tolerances: Construction staking by the Surveyor shall include the horizontal and vertical control points to set bench marks, right of way limits, culverts, sewer pipes, valley gutter, valve adjustments manholes, inlets, subgrade, base aggregates, retaining wall leveling pad, bridge foundations, piers, columns, abutments, superstructure and any other control or elevations deemed necessary for proper control to construct the work.

The positional tolerances for staking shall conform to the following guidelines:

Description	Vertical Tolerance	Horizontal Tolerance
Blue Tops	0.02+/- foot	N/A
R-W Markers	N/A	0.5 +/- foot
Slope Stakes	0.1+/- foot	0.1+/- foot
Paving Surfaces	0.02+/- foot	N/A
Bridge Structures	0.01+/- foot	0.05+/- foot

B. Field Documentation Requirements: Field notes shall be kept in a standard format on forms supplied by the Surveyor and acceptable to the Engineer. Lettering shall be at least 0.15 inch and legible from a distance of 1.5 feet. Errors shall be deleted by lining the errors out and erasures in the field notes will not be an acceptable practice of correcting errors. After completion and acceptance of the work, the Surveyor shall submit to the Engineer all survey and design data. Crew names, positions, and dates shall be recorded in the field books on the beginning sheet of each day's work. All notes, including the originals, shall be signed and sealed by the licensed Surveyor and become the property of the Engineer. The Surveyor is required to complete daily diaries detailing the work completed each day, along with people on the project. Copies of all field notes and diaries shall be submitted to the Engineer on a weekly basis or as directed by the Engineer.

C. Surveyor Technician Requirements: The Surveyor shall employ sufficient qualified personnel experienced in construction surveying to conduct the work as required. Supervision of such personnel is the responsibility of the Surveyor, and any error or omission by such personnel shall be corrected at the expense of the Contractor by his/her Surveyor. The Surveyor is responsible for the calculations of the grades and alignment for all staking. Any discrepancies in grade, alignment locations, and/or dimensions detected by the Surveyor shall immediately be brought to the attention of the Engineer. Major differences found between the horizontal or vertical alignment data shown on the plans and the alignment observed on the ground shall be referred to the Engineer immediately. Staking of these areas shall be deferred until these differences are reconciled by the Engineer. The Surveyor shall compare the staked centerline cut and fill depth with the design data. Differences exceeding one half foot at any two or more consecutive points shall be reported to the Engineer for possible evaluation and correction.

D. Construction Staking Requirements and Criteria: The Engineer may check the accuracy of the Surveyor's construction stakes, lines, grades and layouts, but will not assume responsibility for the accuracy of the final result of the construction stakes, lines, grades and layouts. All stakes shall be legibly marked with a stake pencil that leaves a depression or a waterproof black marker. The top two inches of all slope, guard, reference, clearing and structure stakes shall be painted or marked with plastic flagging. Stakes shall be painted or marked with the following colors:

TYPES OF STAKES	**COLORS**
Right of Way	Yellow
Control Points	Red/White/Blue
Misc. Stakes	Red/White
Slope Stakes	White
Conduit Stakes	Orange/White
Centerline Stakes	Red
Reference Points/Easements	Orange

Surveyor should make a reasonable effort to avoid duplication of colors used for existing utility marking. The Contractor and Surveyor shall maintain and protect all construction stakes and marks until the work is completed and accepted by the Engineer. In the event that the construction staking or control points are obliterated during the execration of the work the Surveyor shall establish or reestablish all construction stakes and controls points, as necessary.

Minimum Control Points

P.I.	Point of Intersection of Tangents
P.C.	Point of Curvature
P.O.C.	Point on Curve

P.T.	Point of Tangency
P.O.T.	Point on Tangent
R.P.	Reference Point
B.M.	Bench Mark
T.B.M.	Temporary Bench Mark

E. Surveying Control Items (minimum requirements)

1. Vertical Control: Bench marks established for the project by the Owner shall be checked and/or reestablished by the Surveyor. Benchmarks falling within the clearing limits of the project shall be reset in a safe location by the Surveyor. After resetting any a level circuit meeting the precision of the original survey shall be run to all benchmarks and datum elevations computed and/or checked.

2. Horizontal Control: Centerline stakes shall be set at 50-foot intervals (including all 100-foot stations), at significant breaks in the ground, at conduit locations, at P.C.'s and P.T.'s, points of radiuses, and at approaches. Stakes shall be marked with appropriate identification or location on the side of the stake facing the initial station on the project.

3. Cross-Sections: Cross-section measurements, original and remeasure, shall be taken at locations necessary for computing pay items that require volume calculations. This data shall be computed, checked, and plotted into cross-section format using both the original and remeasured section data by the Surveyor and signed and sealed by the Surveyor. The purpose of these cross-sections is for measurement and payment of quantities. The Surveyor shall compute the earthwork cut and fill volume quantities and submit these calculations to the Engineer to support the respective progress payment request by the Contractor.

4. Finishing Stakes: Finishing stakes shall be set when subgrade or base course is within 0.2 foot of the final grade. The stakes shall be set to the nearest 0.02 foot of the measured grade line. Finishing stakes shall be required for all surfaces requiring finish grading including (but not limited to) subgrade, base courses, approaches and pavement surfaces, as required. Finishing stakes shall be hubs placed transversely on the roadway template line at 12-foot intervals, in addition to centerline and at each shoulder. The finishing stakes shall be marked with guard stakes or with plastic blue top flags or chasers.

5. Miscellaneous Staking: Staking will be required for location and installation of all illumination and traffic control facilities including, but not limited to: poles, conduits, boxes, traffic signs, etc.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Use one or more of the following unit prices as designated in the Bid Schedule. Includes all labor, materials and equipment required to perform the work as specified. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other Bid Items.

A. Contractor furnished construction survey and staking will be paid for on a Lump Sum basis and includes all costs and appurtenances associated with the completion of this item.

1. Bid Schedule Payment Reference: SP-3000.4.1.A.1
2. Bid Schedule Description: Survey…Lump Sum (LS)

END OF SECTION

SP-3001
R.A.B.S

PART 1 - GENERAL

Insert Part 308.01 of Section 308 from the ITD 2018 Standard Specification for Highway Construction. Delete all references to cement and CRABS and substitute with RABS.

"Type I Grade Control" shall be per ITD Section 308 "Class I work"
"Type II Grade Control" shall be per ITD Section 308 "Class II work"

PART 2 - MATERIAL

Insert Part 308.02 of Section 308 from the ITD 2018 Standard Specification for Highway Construction. Delete all references to cement and CRABS and substitute with RABS.

PART 3 - WORKMANSHIP

Insert Part 308.03 and 308.04 of Section 308 from the ITD 2018 Standard Specification for Highway Construction. Delete all references to cement and CRABS and substitute with RABS.

PART 4- MEASUREMENT AND PAYMENT

1. Use the following unit prices as designated on the bid schedule. Work incidental to this bid item includes but is not limited to stripping and disposing of unsuitable materials, grade control work, pulverization of the surface, mixing passes, recycled asphalt base stabilization, brooming, grading, rolling, and shaping, water for compaction, and blading shoulders to be smooth and uniform, and shoulder dressing

A. R.A.B.S. By the square yard.

1. Bid Schedule Payment Reference: 3001.4.1.A.1.
2. Bid Schedule Description: R.A.B.S …Per Square Yard (SY).

SECTION 308 – CEMENT RECYCLED ASPHALT BASE STABILIZATION (CRABS)

308.01 Description. Recycle the existing roadway pavement and a portion of the base layer to the lines, grades, and thicknesses of the typical sections. Accomplish the CRABS work in 4 steps:

1. Prepare roadbed.
2. Pulverizing the existing pavement.
3. CRABS (adding cement and mixing).
4. Shaping and compacting.

Follow the specified grade control class.

1. Class I CRABS: use field-established elevations.
2. Class II CRABS: use prescribed elevations.

308.02 Materials. Use materials conforming to the following requirements:

1. Portland Cement. Use cement as specified in 701.
2. Water. Use water that is reasonably clear and free from oil and other contaminates.
3. Testing. Perform quality control density testing using an uncorrected nuclear gauge in accordance with FOP for AASHTO T 310 Method A. Conduct a minimum of 1 compaction test for every 7,200 square yards of CRABS work.

308.03 Construction Requirements. Before mobilization, submit a plan of operations for CRABS processing, including traffic control.

A. General.

1. Weather Limitations. Construct the CRABS while the existing pavement temperature is above and is expected to remain above 40 °F for 24 hours after final completion.

   Do not spread portland cement over puddled water, during rain, when rain is imminent, or when wind will not allow uniform spread on the roadway.

2. Operational Restriction. Add cement and process no more of the roadway than can be repaved in 2 days of paving production.
3. Traffic Control. Unless the approved traffic control plan requires traffic to be detoured to an alternate roadway, open the roadway to traffic at the end of each working day by either re-laying the unprocessed pulverized material and compacting firmly or adding cement and processing for a finished product.
4. Grade Control Requirements.
   a. On Class I work, establish the final CRABS surface elevation in the field. Finish the CRABS surface to within 0.03 foot of the field-established elevation and provide the field-established or specified cross slope at 12 feet from centerline and at the edge of the CRABS surface.
   b. On Class II work, obtain a grade book from the Department establishing grade elevations for the top of the CRABS layer. Finish the CRABS surface to within 0.03 foot plus of the elevations provided.

      Do not waste material before approval of the final elevation for either class.

B. Initial Pulverization.

1. Preparation of Roadbed. Before pulverization, strip and waste any vegetation encountered inside the typical CRABS section.
2. Pulverize Existing Surface. Pulverize the pavement to the widths and depths as specified and at a minimum, to the full depth of the existing pavement. Reduce the material to a minus 3-inch size.
    a. Document the existing pavement thickness every 0.1 mile in each lane. Submit this documentation to the Department. Ensure that the full thickness of the pavement is being pulverized.
    b. Notify the Engineer of any poor quality subbase materials (e.g., soft spots, clays, silts, organic materials) as they are encountered.
    c. Shape and compact the pulverized material before the CRABS mixing process.
3. CRABS Process.
    a. Proportioning. Furnish portland cement in bulk. Add the cement to the pulverized material using a mechanical spreader at the specified rate within 5 percent for the full width of the typical section. Synchronize the application rate with the machine speed to provide uniform application. Spread the cement in a dry state and do not allow blowing of the cement.

        After spreading the portland cement, mix the cement with the pulverized material to obtain the required depth and width. Distribute only as much portland cement as can be mixed and compacted within the same working day.

    b. Mixing. Use a road mixing machine (pugmill, auger, or cross-shaft mixer) capable of providing a uniform homogeneous mixture. Introduce the water through the mixing machine using a metering device. Add the correct quantity of water to produce a mixture between 4 and 7 percent by weight of mixed and compacted material. Do not allow water leakage from equipment. Do not add excessive water. Mix the existing pulverized pavement, base, and cement to the full depth as specified. Shape and roll where necessary to allow the roadway to be open to traffic (i.e., approaches to businesses and residencies).

        More than 1 pass of the mixer may be required. Introduce water with the final mixing pass.

        Ensure and document the mixing thickness every 0.3 mile in each lane.

        In superelevated curve sections, shape the material before the application of portland cement.
4. Shaping and Grade Control. Provide continuous grade and cross-slope control including surveying (blue topping or wire line control) depending on CRABS Class.

    It is expected that the pulverized material will swell 15 to 30 percent before compaction. Use the centerline of the existing roadway as the typical section control line. Construct the cross slope as shown. Adjustments may be required to the existing roadway profile to provide a consistent grade and to avoid adding new material or wasting existing material. If necessary, reestablish the roadway profile and cross slopes to provide a roadway section which is consistent with the typical section. Obtain approval for transverse grades. For CRABS Class II work, the grades in the Department-provided gradebook may be adjusted to avoid adding new material or wasting existing material upon approval.

    Use equipment for shaping and setting grade capable of automated (mechanical or electronic) setting of grade and cross slope angle. Account for swell in the grading operation which may leave the processed surface above the adjacent surface. Incorporate all pulverized material into the CRABS layer. Shape and finish the CRABS surface without adding new material or wasting existing material. Do not waste or use pulverized material as shoulder material.

Grade designated shoulder material to a location and elevation on the shoulder that is below the top of the CRABS layer. Do not use cement-treated material for shoulder material.

Place windrow material designated for removal adjacent to, but outside the limits of pulverization. Dispose of material following final shaping and before application of cement.

5. Compacting and Finishing. Use a motor grader, mechanical spreader, paver, or grade trimmer to shape the mixture.

   For the compaction train, include at least 1 rubber-tired roller, 1 vibratory roller, and 1 vibratory pad-foot soil compactor. Use compaction equipment and/or rolling methods to produce the required compaction without damaging the work..

   The vibratory soil compactor will have a minimum centrifugal force of 15 tons, minimum drum width of 60 inches, and minimum pad height of 3½ inches. Use the vibratory pad-foot soil compactor after the cement has been mixed. Cover the material with a minimum of 3 complete passes. Additional passes may be required to achieve compaction.

   Perform all other final process rolling and blading after completion of the vibratory pad foot operation.

   Establish a roller pattern using in-place density from an uncorrected nuclear gauge. Use the roller pattern as a standard from which to measure compaction. Compaction is achieved when additional roller passes add no more than 0.5 pound per cubic feet to the previous in-place density. Ensure a "false break" or leveling-off point is not used for compaction density. Reestablish a new roller pattern when mixture properties change and at a minimum of every 7,200 square yards of finished surface.

   Perform grading and rolling without wasting material.

   Accomplish all shaping, final process rolling and associated blading within 1½ hours of the initial blending of the cement and water. Do not use vibratory rollers on the CRABS surface beyond the 1½ hours after the addition of water and cement.

6. Protection. Keep the processed and compacted material visibly moist at all times until the initial lift of plant mix is applied. Use equipment that will apply the water in a fog or mist type application free of pressure on the surface being treated.

7. Paving. Pave over the CRABS as soon as possible following compaction and within 48 hours after the introduction of cement and water to the CRABS.

   When the approved traffic control plan requires traffic to be detoured to an alternate roadway, the 48-hour paving requirement may be waived provided the CRABS surface is kept sufficiently moist.

   Tight-blading and static rolling may be required before applying the initial lift of plant mix due to surface deformation, raveling, or other irregularities created by traffic. Ensure there is no loose material on the CRABS surface at the time of plant mix paving. After paving, dress the roadway shoulders to provide a uniform appearance.

8. Prime Coat. Immediately before placement of the initial lift of plant mix pavement, apply a prime coat full width at the rate specified or as directed. Do not apply a prime coat to the CRABS if standing water is on the surface. Apply the prime coat as specified in 402.

308.04 Method of Measurement. Pulverized existing surface and CRABS will be measured by the square yard.

Portland cement will be measured by the ton using certified weights indicating the truck and trailer number, tare weight, gross weight, net weight, and date. When the measurement of Portland cement is based on certified weight certificates, the following will apply:

1. An occasional loaded transporting vehicle will be weighed on a local certified scale and a copy of the weight certificate will be submitted before the discharge of material. The Engineer will determine when loaded transporting vehicles will be weighed.
2. Each empty transporting vehicle will be weighed before the vehicle leaves the project site.

For discrepancies between the weight certificates and weights obtained at the project site, the Engineer will be the sole judge in determining the quantity of portland cement used.

308.05 Basis of Payment. The Department will pay for acceptable quantities as follows:

Pay Item	Pay Unit
Cement Recycled Asphalt Base Stabilization Class ___	SY
Portland Cement	Ton
Pulverize Existing Surface	SY

The following work is incidental and the cost included in the CRABS contract pay items including:

1. Stripping and disposing of unsuitable materials.
2. Grade control work.
3. Additional required pulverization and mixing passes.
4. Brooming.
5. Grading, rolling, and shaping.
6. Mixing water and water required to keep the CRABS surface moist for shoulder dressing.
7. Blade the shoulders to be smooth and at a uniform slope leaving no clumps or debris.

END OF SECTION

SP-3002
COORDINATION FOR THE RELOCATION OF UTILITY FACILITEIS

PART 1- GENERAL

1.1 SECTION INCLUDES

A. Coordination between the contractor and the utility companies in order to remove or move utility facilities.

PART 2 – MATERIALS

Materials shall meet the requirements of the applicable ISPWC Sections and the Highway District Supplement to the ISPWC.

PART 3 – WORKMANSHIP

3.1 INSTALLATION

A. Coordination between contractors and the utility companies shall begin as soon as the contract is awarded.

B. Contractor is to make every reasonable effort to allow the utility company the best conditions possible for the relocation of the utility facilities.

PART 4- MEASUREMENT AND PAYMENT

4.1 Use the following unit prices as designated on the bid schedule. If required and not listed in the Bid Schedule, the following bid items are to be considered incidental to other Bid Items.

A. Coordination for the Relocation of Utility Facilities. By the Lump Sum.

1. Bid Schedule Payment Reference: 3002.4.1.A.1.
2. Bid Schedule Description: Coordination for the Relocation of Utility Facilities …Per Lump Sum (LS).

END OF SECTION

SP-3003
REMOVE AND RESET MAILBOX

PART 1 – GENERAL

Remove existing mailbox assembly and provide and install mailbox assembly.

PART 2 – MATERIALS

Provide mailboxes that are approved by the U.S. Postmaster General.

Fabricate the platform, shelf, and brackets in accordance with ASTM A568. Galvanize the supports, platform, shelf, locking wedges, anti-twist plates, bolts, brackets, nuts, screws, washers, and miscellaneous hardware in accordance with ASTM A153 Class C/D or ASTM B695 Class 40. Provide mailbox support posts that meet 708.16 and 710.02.

PART 3 – WORKMANSHIP

Remove the existing mailbox assembly and return it to the owner. Provide and install a new mailbox as specified or as directed. Verify the number and size of the mailbox, and type of assembly before ordering. Place the name and address as shown on the existing mailbox on the new mailbox or as directed.

Maintain continuous access to the mailbox and do not interrupt mail service. The Engineer may approve an acceptable temporary mailbox assembly installed during construction operations before the installation of the new mailbox assembly.

PART 4- MEASUREMENT AND PAYMENT

4.1 The Engineer will measure acceptably completed work by mailbox per each assembly, regardless of the type or size.

A. Remove and Reset Mailbox. By each completed assembly. Post, platform, shelf, brackets, and other hardware are incidental, and the cost included in the mailbox unit price.

1. Bid Schedule Payment Reference: 3003.4.1.A.1.
2. Bid Schedule Description: Remove and Replace Mailbox …Per Each (EA).

END OF SECTION

SP-3004
DRIVEWAY ACCESS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This Item includes miscellaneous costs associated with the replacement of existing driveway, field and roadway driveways. The Contractor and Project Engineer will jointly review the Paving area prior to paving operations to confirm and agree upon the number and type of driveways.

PART 2 - MATERIALS

2.1 The Superpave HMA Pavement required for the driveways will be included with the plant mix quantities identified in 810.4.1.A.5.

2.2 The 3/4-inch Minus Crushed Aggregate Base required for the driveways will be included with the Base quantities identified in 802.4.1.A.1.

2.3 The 12-inch Storm Drainage Culvert required for the driveways will be included with the culvert quantities identified in 601.4.1.A.11A.

PART 3 - WORKMANSHIP

3.1 PAVED DRIVEWAY ACCESS

A. Paved driveway width shall match the existing driveway. Nominal plant mix pavement thickness for driveways shall match the main line paving thickness. All asphalt driveways require a 5-foot minimum pavement widening (beyond the nominal pavement width). This is to allow for a reasonable transition.

B. Those driveways that have a section of gravel surface between the edge of roadway pavement and edge of paved driveway shall also be considered a paved driveway. Contractor shall provide pavement widening beyond the nominal pavement width to connect with these driveways.

C. Contractor will provide saw cutting at all hard surface (pavement or concrete) driveway match locations. Saw cutting is considered incidental to driveway work and no separate payment will be made. The Contractor is responsible for maintaining sawed edge until final paving is complete. Therefore, damaged saw cuts will require a new cut, by the Contractor, at no additional cost to the Owner.

3.2 GRAVEL DRIVEWAY ACCESS

A. Gravel driveway width shall be per Detail 1 on sheet C4.0 unless specified otherwise on the plan sheets. Nominal ¾" minus gravel thickness for driveways shall be in accordance with Detail 1 on sheet C4.0 and not less than 4-inches in thickness.

B. All gravel and field driveways require 2-foot pavement widening (beyond the nominal pavement width).

3.3 SCHEDULE CONTROL

A. No driveway shall be cut for culvert replacement without prior full compliance with SP-3003 in its entirety with special attention to subsection SP-3003.3.3.

B. Driveway access shall be restored with at least ¾" minus gravel surface as soon as possible when culverts are replaced. Cut driveways shall be re-opened the same day.

C. Contractor shall have sufficient steel plating on-hand to provide emergency vehicle access as necessary during culvert replacements.

PART 4 – MEASUREMENT AND PAYMENT

4.1 Use one or more of the following unit prices as designated in the Bid Schedule. This item includes full compensation for all tools, labor, equipment and incidentals necessary for the proper completion of this item.

A. Paved driveway access will be measured per each saw cut match location regardless of length, width or fillet radii requirements.

1. Bid Schedule Payment Reference 3004.4.1.A.1
2. Bid Schedule Description: Paved Driveway Access...Per each (EA).

B. Gravel Driveways will be measured per each, regardless of length or width. Widening across multiple adjacent gravel driveways, without a break in the widened area, will be counted as a single driveway.

1. Bid Schedule Payment Reference 3004.4.1.B.1
2. Bid Schedule Description: Gravel Driveway Access…Per each (EA)

END OF SECTION

SP-3005

CONSTRUCTION COORDINATION, SCHEDULING, PHASING, AND STAGING

PART 1 - GENERAL

1.1 COORDINATION AND PROJECT CONDITIONS

A. Contractor shall be responsible to coordinate construction activities with the Construction Engineer who will then keep local residents and businesses informed. There shall be no measurement and payment for this item and shall be considered incidental to other bid items.

B. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Coordinate with all public utilities in accordance with the contract documents and plans, respectively.

D. Coordinate with all other contractors and public utilities in the area to minimize road closures and to complete work in a timely manner.

1.2 PRE-BID CONFERENCE

A. Agenda:

1. Work Sequence.

2. Special project conditions and coordination effort required.

1.3 PRE-CONSTRUCTION CONFERENCE

A. Owner will schedule conference after Notice to Proceed.

B. Attendance Required: Owner, Engineer, Construction Engineer, and Contractor.

C. Agenda:

1. Distribution of Contract Documents.

2. Submission of list of Subcontractors, (not listed in Bid) list of Products, (not listed in Bid) schedule of values, and progress schedule.

1.4 SUBMITTAL FORMAT

A. Designation of personnel representing the parties in Contract, and the Engineer.

B. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, change orders, and contract closeout procedures.

C. Permit conditions ROW, EPA NOI/NOT, SWPP Plan preparation, ESC Permit, stormwater management and compliance monitoring.

D. Project scheduling, phasing and coordination.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at weekly intervals. Contractor is also required to attend the scheduled progress meetings to coordinate work items including road construction, borings, pipeline testing and flushing, and Traffic Control.

B. Construction Engineer will plan for meetings, prepare agenda with copies for participants, and preside at meetings.

C. Attendance Required: Job superintendent, Subcontractors and suppliers, as requested by Engineer, or Owner, Construction Engineer, as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.

2. Review of Work progress.

3. Three week look ahead at construction schedule.

4. Field observations, problems, and decisions.

5. Identification of problems, which impede planned progress.

6. Review of submittal schedule and status of submittals.

7. Maintenance of progress schedule.

8. Corrective measures to regain projected schedules.

9. Planned progress during succeeding work period.

10. Coordination of projected progress and other contractors mobilized under separate contracts with the Owner.

11. Maintenance of quality and work standards.

12. Review of cleanup, restoration, and permit requirements (SWPP Plan, EPA NOI/NOT)

13. Effect of proposed changes on progress schedule and coordination.

14. Other business relating to Work.

15. Landowner and Business Complaints.

1.6 PHASING, STAGING, AND SCHEDULING

A. Phasing

1. Organize and schedule the work to meet the schedule limitations and overall time for completion.

2. Comply with the Highway District and Idaho Transportation Department requirements for impacts to their roadway systems and obtain necessary permits prior to construction.

3. The Owner must be given 5 working days written notice for any road or intersection restriction.

4. Allow access for agencies and utilities to operate and maintain their improvements within and outside the project area.

5. Submit a detailed project sequencing diagram for approval showing work areas and roadway or intersection closures or restrictions along with traffic and pedestrian flow diagrams and traffic control plans for each stage of work. Update the project sequencing diagram and resubmit if schedule or sequence changes after start of construction.

6. The Owner reserves the right to make use of any portion of the Work prior to completion of the entire contract without invalidating the Contract and without constituting acceptance of any of the Work. Contractor shall

cooperate, schedule, and coordinate all activities and minimize conflicts with Owner.

B. Staging

1. No construction staging areas have been secured for construction of this project. The Contractor is responsible to secure all necessary staging areas for construction.

2. Construction Staking: The Contractor is responsible to provide construction staking necessary to facilitate work. Construction staking is all inclusive to the Contractor Furnished Construction Surveying and Staking pay item.

C. Scheduling

1. Prepare a CPM schedule for the entire project and submit the schedule to the Engineer two (2) working days prior to the preconstruction conference.

2. The schedule shall include start date, completion date, days for completion, float, and time restrictions as stated herein. The schedule shall be broken down into segments corresponding to each segment included in the plans. At a minimum, the following major items of work shall be included on the schedule: mobilization, trench excavation, utility outages, road reconstruction, and construction traffic control.

3. Provide a detailed week behind and two-week ahead of schedule at each weekly progress meeting.

4. Provide an updated schedule along with monthly requests for payments. The updated schedule shall include the original schedule, actual completion to date for work completed, and anticipated completion dates for remaining work. If completion of work is behind the Contractor's original schedule, as modified by any approved changes in the contract time, provide a revised schedule and documentation of resources to be used to meet the contract times. Requests for payment will not be processed and will be returned to the Contractor unless the request is accompanied by an updated schedule, and if required, a revised schedule and documentation of resources.

1.7 SOURCE IDENTIFICATION

A. Designated source(s) are not identified for this project. The Contractor shall furnish approved source(s) for all materials.

PART 2 - MATERIALS

Materials shall meet the requirements of the applicable ISPWC Sections and the Golden Gate Highway District's Supplement to the ISPWC.

PART 3 - WORKMANSHIP

3.1 COORDINATION WITH UTILITIES

A. Utility information is shown only for surface features and if provided by the owner of the utility, for non-surface features. The information shown in the plans is for reference purposes only and does not necessarily represent actual field conditions. The Engineer assumes no liability for the accuracy of the information shown, or conflicts due to inaccurate or incomplete utility information. Call Dig Line (811) a minimum of 48 hours (2 working days) prior to any excavation to request utility locations.

B. Utility Outages and Shutdown: Shall be arranged by Contractor through the Owner and the appropriate utility company if required for the work. Duration of any outages proposed by Contractor shall be submitted in writing to utility companies and/or the Highway District for approval a minimum of (14) calendar days prior to the proposed outage.

C. Utility Impacts/Conflicts/Relocations: Contractor shall notify the appropriate utility company and Owner's representative if required for the work. Contractor shall coordinate schedules and work together with Owner, Utility Company and Utility Contractor for the timely relocation of existing facilities.

3.2 SERVICES COORDINATION

A. Emergency services (Police, Fire, & Paramedic) access shall be provided at all times during construction. Coordinate with these agencies on a weekly basis as to status of project, access, and special concerns.

3.3 LANDOWNER/RESIDENT/BUSINESS COORDINATION

A. Contractor shall have primary responsibility for coordination with the Construction Engineer who will in turn coordinate with property owners.

B. The Highway District/Construction Engineer will implement a public notification program regarding individual access and utility disruptions and contact each home or business connected to the project to inform them of the nature, duration, and expected

date of any interruption in access or service. The Contractor shall provide Construction Engineer, for this program:

1. Information to be distributed via door hangers to all affected residences 1 week prior to construction. Information shall include a brief description of work, anticipated time frame, project phasing points, traffic impacts, how services will be maintained, and any additional information on minimizing construction impacts.

PART 4 - MEASUREMENT AND PAYMENT

4.1 There shall be no measurement and payment for this item and shall be considered incidental to other bid items.

END OF SECTION

SP-3006
REMOVE AND RESET FENCE TYPE- WOOD FENCE

PART 1 - GENERAL

A. Description: This item shall consist of all labor, equipment, braces, posts, gates, and all additional materials necessary to remove and replace wood fence where shown on the plans, or to existing parallel property line.

PART 2 - MATERIALS

2.1 Fencing materials shall consist of new fencing material, which shall match as closely as possible with existing materials and shall meet or exceed the quality of the original fencing materials.

PART 3 - WORKMANSHIP

3.1 Contractor shall coordinate removal of all existing fencing materials with the property owner. The property owner has the right to retain any existing fence materials. Contractor shall remove and dispose of any fencing materials not retained by the property owner. The new fence shall be replaced to a condition that is acceptable to both the Engineer and the property owner.

PART 4 - MEASURMENT AND PAYMENT

A. Measurement and Payment: Remove and Reset Fence Type-Wood Fence will be measured per linear foot and shall include all labor and equipment necessary for the completion of the bid item. The accepted quantity of Remove and Reset Fence Type-Wood Fence will be paid at the contract unit price for the item listed below.

1. Payment for this item will be made under:
   SP 3006 – Remove and Reset Fence Type-Wood Fence.....Per Lineal Foot (LF)

END OF SECTION

Appendix A

Golden Gate Highway District No. 3
Ustick Road, US-95 to Allendale Road

Plans and Details

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L:\240188\03_CAD\SHEETS\CONSTRUCTION DRAWINGS\240188-COVER.DWG, 1/15/2026

811 CALL BEFORE YOU DIG!
CALL DIGLINE INC.
PRIOR TO COMMENCING
UNDERGROUND WORK
DIAL: 811

NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.

LEGEND

R/W	ROAD RIGHT-OF-WAY
	PROPERTY LINE
X X X	FENCE
	GRADE BREAK
	EDGE OF GRADING
EP	EDGE OF PAVEMENT
EG	EDGE OF GRAVEL
T	COMMUNICATIONS LINE
OHP	OVERHEAD POWER
SD	STORM DRAIN LINE
	FLOW LINE
	POWER POLE
T	TELEPHONE PEDESTAL
	SIGN
M	MAILBOX
2580	PROPOSED MAJOR CONTOUR
2582	PROPOSED MINOR CONTOUR
2580	EXISTING MAJOR CONTOUR
2582	EXISTING MINOR CONTOUR

100% CONSTRUCTION DRAWINGS FOR
USTICK ROAD, US-95 TO ALLENDALE

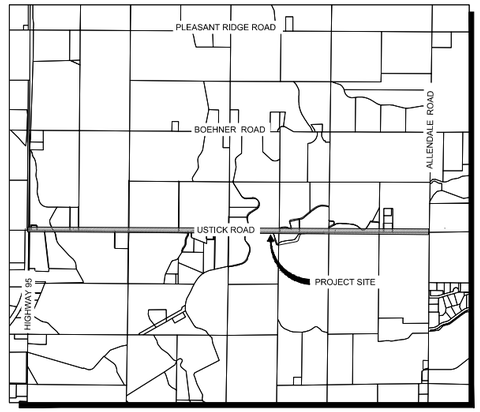
ALONG THE SECTION LINE BETWEEN THE NW 1/4 OF THE NE 1/4 OF SECTION 7
AND THE SW 1/4 OF THE SE 1/4 OF SECTION 6
TOWNSHIP 3 NORTH, RANGE 4 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO
8/27/2025

N

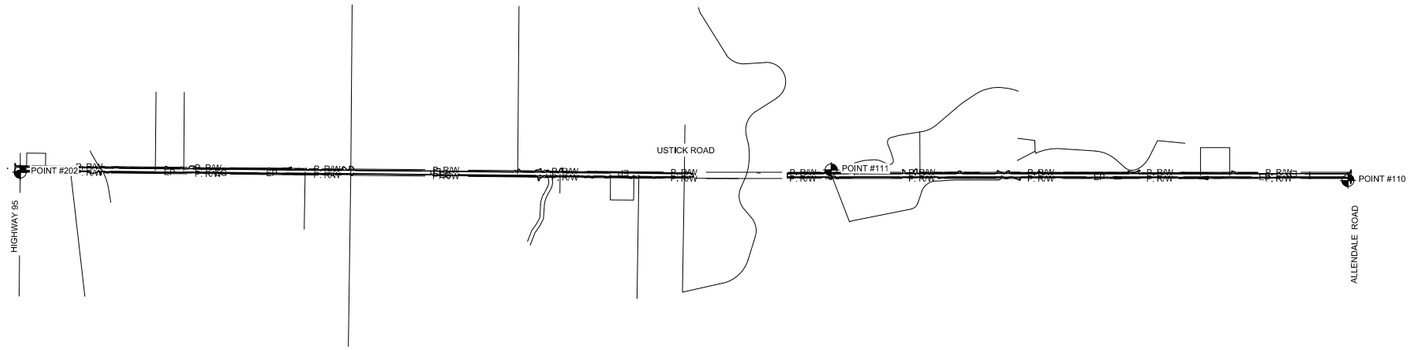
0 300 600 1200 1800

OWNER

BOB WATKINS
GOLDEN GATE HIGHWAY DISTRICT
500 GOLDEN GATE AVE
WILDER, IDAHO 83676
(208) 482-6267



VICINITY MAP
SCALE: 1" = 2,000'



ABBREVIATIONS

E	EAST/EASTING
EVC	END OF VERTICAL CURVE
EX	EXISTING
FL	FLOWLINE
GRR	GRAVITY IRRIGATION
N	NORTH/NORTHING
ME	MATCH EXISTING
PC	POINT OF CURVATURE
PI	PRESSURE IRRIGATION
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL CURVATURE
S	SOUTH
TOA	TOP OF ASPHALT
W	WEST
BVC	BEGINNING OF VERTICAL CURVE
HP	HIGH POINT
EL	ELEVATION
STA	STATION
OFF	OFFSET
EP	EDGE OF PAVEMENT

UTILITY REPRESENTITIVES

UTILITY	AGENCY	REPRESENTATIVE	PHONE
ROADS	GOLDEN GATE HIGHWAY DISTRICT	BOB WATKINS	208-482-6267
POWER	IDAHO POWER	ETHAN MORGAN	208-388-6510
COMMUNICATIONS	ZIPLY FIBER	JON CORTABARRIA	208-957-2816
IRRIGATION	WILDER IRRIGATION DISTRICT	DIANE PAULSEN	208-459-3421
IRRIGATION	BOISE PROJECT	MIKE LOVE	208-459-3981

SURVEY INFORMATION

ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

POINT#111		POINT#202		POINT#110	
NORTHING:	718506.97'	NORTHING:	718488.96'	NORTHING:	718423.78'
EASTING:	2323717.80'	EASTING:	2317295.77'	EASTING:	2327811.14'
ELEVATION:	2528.49'	ELEVATION:	2288.09'	ELEVATION:	2591.91'
DESCRIPTION:	SET R/CAP	DESCRIPTION:	BRASS CAP	DESCRIPTION:	SET R/CAP

NOTICE TO CONTRACTORS

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD GOLDEN GATE HIGHWAY DISTRICT AND THE DESIGN CONSULTANT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

UNAUTHORIZED CHANGES & USES: THE DESIGN CONSULTANT PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

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C4.0	DETAILS

PROFESSIONAL ENGINEER LICENSED
LAURA M. BOND
19169
1/15/2026
STATE OF IDAHO

BORDER SIZE: 22"x34"	DESIGNED: L. BOND	DRAWN: L. BOND	CHECKED: P. COLWELL	APPROVED: L. BOND

NO.	DESCRIPTION	DATE
	REVISIONS	

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:
USTICK RD, US-95 TO ALLENDALE
COVER

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: 1/15/2026
PROJECT: 240188
SHEET: C0.0

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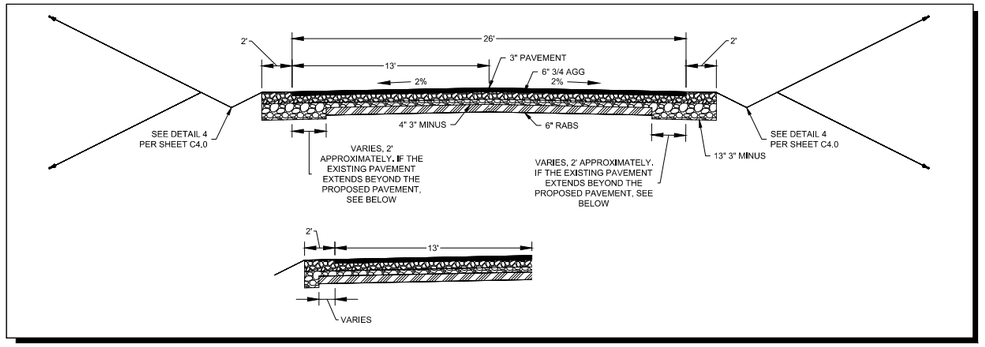
GENERAL NOTES:

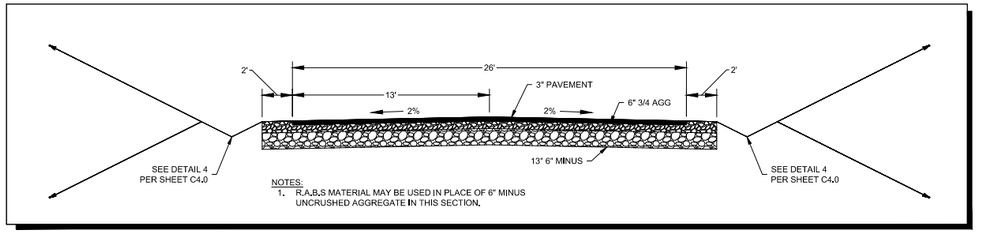
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, 2020 EDITION (I.S.P.W.C.), AND THE HIGHWAY STANDARDS & DEVELOPMENT PROCEDURES FOR THE ASSOCIATION OF CANYON COUNTY HIGHWAY DISTRICTS, 2022 EDITION.
2. ALL REFERENCE MADE TO THE I.S.P.W.C. SHALL REFER TO THE 2020 EDITION. THE CONTRACTOR SHALL HAVE AT LEAST ONE (1) COPY OF THE I.S.P.W.C. ON-SITE FOR REFERENCE AT ALL TIMES DURING CONSTRUCTION.
3. THE LOCATIONS OF EXISTING ABOVE GROUND AND UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY AND ALL DAMAGES CAUSED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
4. ONLY PLAN SETS STAMPED "APPROVED FOR CONSTRUCTION" AND SIGNED BY THE GOLDEN GATE HIGHWAY DISTRICT ENGINEER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE USED BY THE PROJECT CONTRACTOR(S). USE OF ANY PLANS ON THE JOB WITHOUT THE "APPROVED FOR CONSTRUCTION" STAMP SHALL BE GROUNDS FOR THE ISSUANCE OF A STOP WORK ORDER.
5. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER AND THE GOLDEN GATE HIGHWAY DISTRICT.
6. ALL CONTRACTORS, SUBCONTRACTORS AND/OR UTILITY CONTRACTORS SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE WITH THE GOLDEN GATE HIGHWAY DISTRICT A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO START OF WORK.
7. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY AND SHALL RESTORE ALL SURFACES TO A CONDITION EQUAL TO OR BETTER THAN EXISTED PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF FEDERAL, STATE AND LOCAL AUTHORITIES AND REGULATIONS ADOPTED THEREUNDER, WITH REGARD TO TEMPORARY POLLUTION AND EROSION CONTROL MEASURES DURING CONSTRUCTION.
9. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT FEDERAL, STATE, AND LOCAL AGENCIES WHICH HAVE JURISDICTION OVER DUST CONTROL PROCEDURES AND ADDITIVES USED IN DUST ABATEMENT.
10. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
11. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY CONSTRUCTION PERMITS PRIOR TO START OF WORK.
12. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
13. THE CONTRACTOR IS TO OBTAIN THE STORM WATER POLLUTION PLAN (SWPPP). THE CONTRACTOR SHALL FILE ANY NECESSARY NOTICE OF INTENTS (NOI) WITH THE ENVIRONMENTAL PROTECTION AGENCY (EPA), AND BE THE "RESPONSIBLE PERSON".
14. ALL CONSTRUCTION WITHIN THE PROJECT BOUNDARIES SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT, UNIFORM BUILDING CODE, GOLDEN GATE HIGHWAY DISTRICT STANDARDS, AND ALL APPLICABLE COUNTY, STATE, AND FEDERAL CODES AND REGULATION.
15. ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THESE REQUIREMENTS AT THE REQUEST OF THE APPROVING AGENCY AND/OR THE DESIGN ENGINEER.
16. WORK SUBJECT TO APPROVAL BY ANY AGENCY MUST BE APPROVED PRIOR TO (A) BACKFILLING TRENCHES FOR PIPE; (B) PLACING OF AGGREGATE BASE; (C) PLACING OF CONCRETE; (D) PLACING OF ASPHALT PAVING. WORK DONE WITHOUT SUCH APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
17. THE CONTRACTOR SHALL KEEP ON SITE AT ALL TIMES A COPY OF THE APPROVED CONSTRUCTION PLANS ON WHICH IS RECORDED THE ACTUAL LOCATIONS OF THE CONSTRUCTED PIPELINES AND ANY OTHER UTILITIES ENCOUNTERED. THE CONTRACTOR SHALL PROVIDE THESE LOCATIONS TO THE DESIGN ENGINEER FOR USE IN THE PRODUCTION OF RECORD DRAWINGS PRIOR TO FINAL APPROVAL OF THE PIPELINE INSTALLATION.
18. CLEARING AND GRUBBING SHALL CONFORM TO I.S.P.W.C. SECTION 201.
19. EXCAVATION AND EMBANKMENT SHALL CONFORM TO I.S.P.W.C. SECTION 202 WITH CLASS B COMPACTION.
20. CONSTRUCTION DEWATERING. IF REQUIRED, SHALL COMPLY WITH I.S.P.W.C. SECTION 205. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF SEDIMENT DEPOSITED AS A RESULT OF DEWATERING ACTIVITIES. IF THE PROJECT WILL GENERATE CONSTRUCTION WASTEWATER THAT DISCHARGES TO STATE OR FEDERAL WATERS, A SHORT TERM ACTIVITY EXEMPTION FROM DEQ OR EQUIVALENT SHALL BE OBTAINED BY THE CONTRACTOR.
21. TRENCH EXCAVATION, BEDDING, AND BACKFILL SHALL CONFORM TO THE I.S.P.W.C. DIVISION 300. BEDDING SHALL BE A CLASS A-1 BEDDING SYSTEM, IF SOFT, UNSTABLE, OR UNSUITABLE TRENCH BOTTOM MATERIAL IS ENCOUNTERED, PIPE BEDDING SHALL BE TYPE II PER I.S.P.W.C. SECTION 304. BACKFILL SHALL COMPLY WITH I.S.P.W.C. SECTION 306 FOR TYPE A BACKFILL AND TYPE A-1 COMPACTION.
22. CONTRACTOR SHALL RETAIN AN INDEPENDENT TESTING LABORATORY FOR FIELD QUALITY CONTROL OF ALL BACKFILL AND ASPHALT. FIELD QUALITY CONTROL SHALL BE IN ACCORDANCE WITH ISPWC, SECTION 204.3.4 AND SECTION 810.3.13. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE GOLDEN GATE HIGHWAY DISTRICT FOR REVIEW.
23. ALL UNSUITABLE MATERIAL SUCH AS SOILS, TRASH, AND VEGETATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND PROPERLY DISPOSED OF OFF SITE.
24. THE CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHNICAL SOILS REPORT PREPARED BY GEOTEK, DATED JULY 19, 2024.
25. CONTRACTOR IS TO COMPLY WITH THE 404 PERMIT FOR THIS PROJECT.
26. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE A QUALIFIED SURVEYOR TO HANDLE CONSTRUCTION SURVEY FOR THIS PROJECT. THE SCOPE OF THE CONSTRUCTION SURVEY SHALL INCLUDE THE RESETTING OF ANY DISTURBED MONUMENTS.

ROADWAY NOTES

1. ALL ROADWAY CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE APPROVED CONSTRUCTION PLANS.
2. PERMANENT PAVEMENT MARKINGS WILL BE PAINTED TO REPLACE THE PAVEMENT MARKING PATTERN.
3. PERMANENT PAVEMENT MARKINGS SHALL CONFORM TO I.S.P.W.C. SECTION 1104. PAVEMENT MARKING SHALL ALSO MEET THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS.
4. PAVEMENT SECTION SUBBASE SHALL BE 6-INCH PITRUN OR 3-INCH PITRUN SAND AND GRAVEL AT THE THICKNESS AND STATIONS SPECIFIED ON THE PLANS AND CONFORM TO THE I.S.P.W.C. SECTION 801.
5. PAVEMENT SECTION BASE COURSE SHALL BE 3/4-INCH MINUS, CRUSHED SAND AND GRAVEL, AT THE THICKNESS SPECIFIED ON THE PLANS AND CONFORM TO THE I.S.P.W.C. SECTION 802.
6. PLANT MIX ASPHALT CONCRETE SHALL BE AT THE THICKNESS SPECIFIED ON THE PLANS , PLACED IN 2 LIFTS,AND CONFORM TO A SP-3 PLANT MIX UNDER THE I.S.P.W.C. SECTION 810 - PLANT MIX PAVEMENT.
7. ALL STREET CUTS AND SURFACE REPAIR TYPE "P" SHALL CONFORM TO THE I.S.P.W.C. SD-301 AND SD-303. MAKE ALL SAWCUTS PARALLEL AND PERPENDICULAR PER SD-306, CONSTRUCT ALL PAVEMENT PATCHES ASSOCIATED WITH ANY UTILITY CUT OR OTHER STREET WORK TO MATCH THE EXISTING PAVEMENT SECTION OR USE 0.45' OF ASPHALT, 0.45' OF 3/4-INCH MINUS, AND 0.7' OF 6-INCH MINUS PITRUN, WHICHEVER IS GREATER.
8. FILL MATERIALS NOT SPECIFIED IN PLANS SHALL BE ON SITE BORROW PER ISPWC SECTION 202.
9. THIS PROJECT IS A R.A.B.S (RECYCLED ASPHALT BASE STABILIZATION PROJECT). FOR SPECIFICATIONS SEE SPECIAL PROVISIONS SP 3001.
10. "TYPE I GRADE CONTROL" SHALL BE PER ITD SECTION 308 "CLASS I WORK". (USE FIELD ESTABLISHED ELEVATIONS)
11. "TYPE II GRADE CONTROL" SHALL BE PER ITD SECTION 308 "CLASS II WORK". (USE PRESCRIBED ELEVATIONS)



ROAD CROSS SECTION A
FROM STA. 32+00 TO STA. 44+67,
STA. 47+20 TO STA. 49+50,
STA. 73+31 TO STA. 83+00,
STA. 90+00 TO STA. 95+95



ROAD CROSS SECTION B
FROM STA. 10+59 TO STA. 32+00,
STA. 44+67 TO STA. 47+20,
STA. 49+50 TO STA. 64+29,
STA. 71+75 TO STA. 73+31,
STA. 83+00 TO STA. 90+00,
STA. 95+95 TO STA. 116+38

PROFESSIONAL ENGINEER
LICENSED
19169
1/15/2026
STATE OF IDAHO
LAURA M. BOND

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE
	REVISIONS	

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:
USTICK RD, US-95 TO ALLENDALE
NOTES

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	1/15/2026
PROJECT:	240188
SHEET:	C0.1

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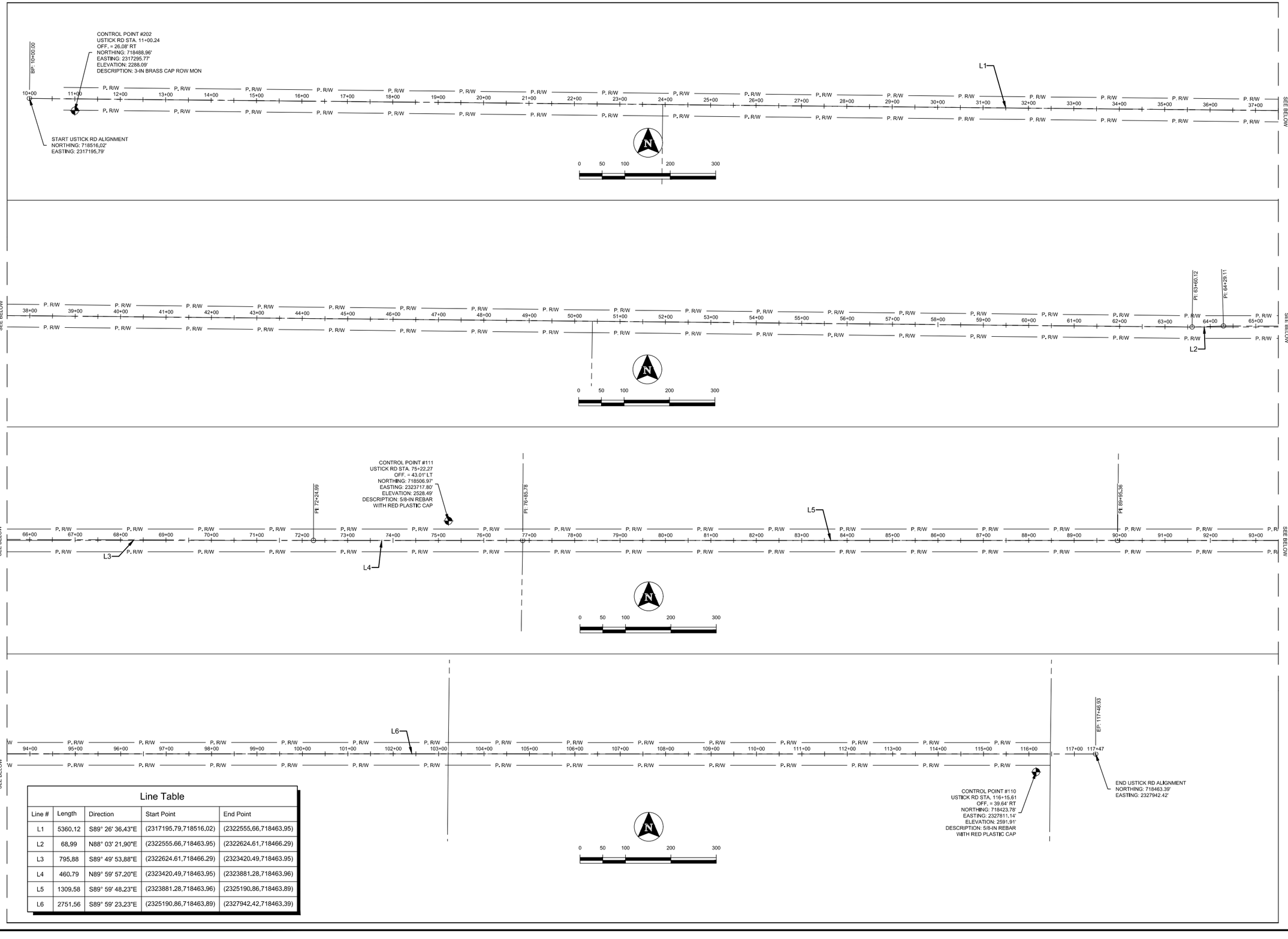

Line Table				
Line #	Length	Direction	Start Point	End Point
L1	5360.12	S89° 26' 36.43"E	(2317195.79,718516.02)	(2322555.66,718463.95)
L2	68.99	N88° 03' 21.90"E	(2322555.66,718463.95)	(2322624.61,718466.29)
L3	795.88	S89° 49' 53.88"E	(2322624.61,718466.29)	(2323420.49,718463.95)
L4	460.79	N89° 59' 57.20"E	(2323420.49,718463.95)	(2323881.28,718463.96)
L5	1309.58	S89° 59' 48.23"E	(2323881.28,718463.96)	(2325190.86,718463.89)
L6	2751.56	S89° 59' 23.23"E	(2325190.86,718463.89)	(2327942.42,718463.39)

PROFESSIONAL ENGINEER
LICENSED
LAURA M. BOND
19169
1/15/2026
STATE OF IDAHO

REVISIONS		
NO.	DESCRIPTION	DATE

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
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CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE

HORIZONTAL ALIGNMENT

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: 1/15/2026
PROJECT: 240188
SHEET: C1.0

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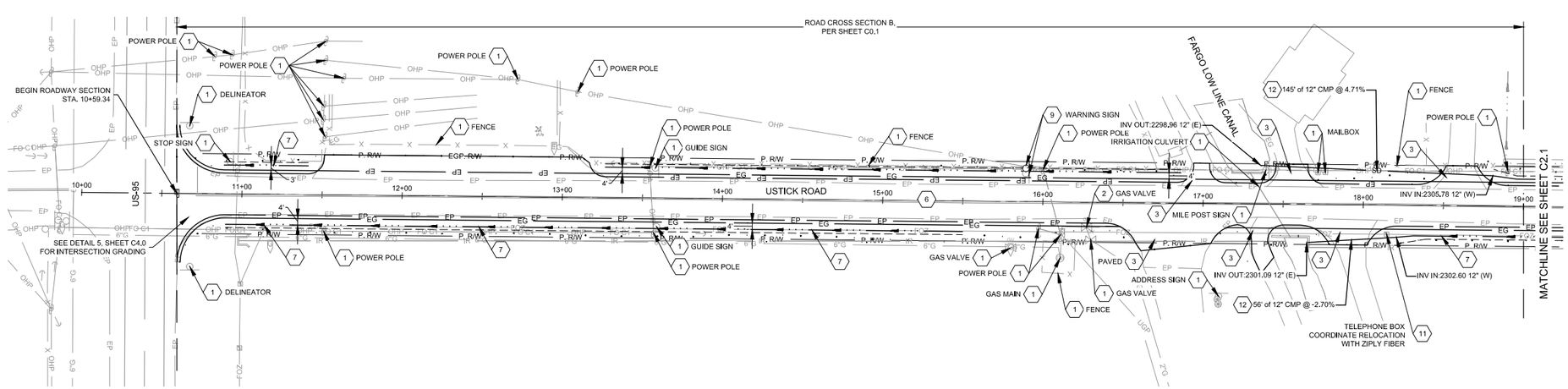

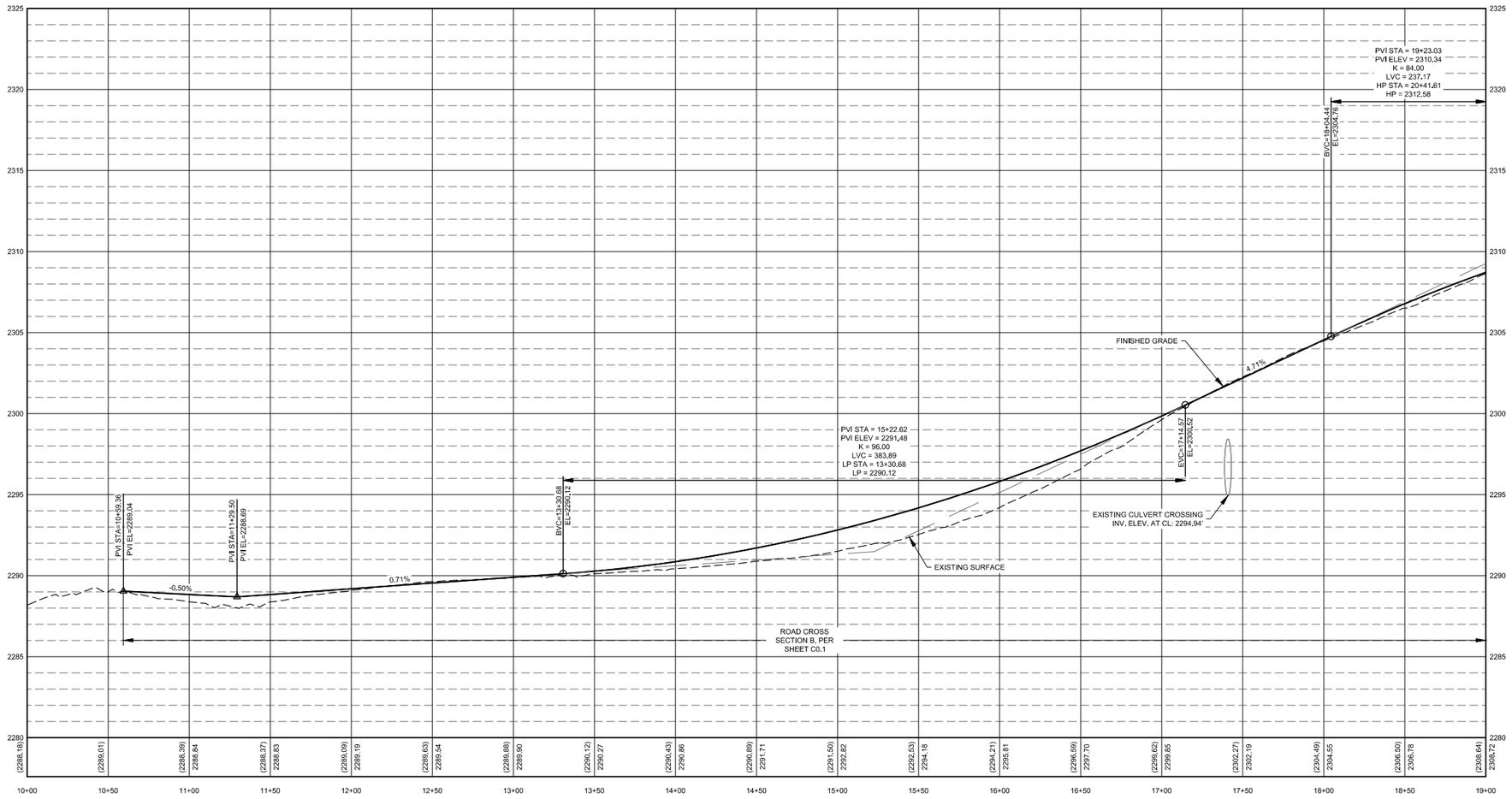

USTICK ROAD
STA.10+00 TO STA. 19+00.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL, DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER LICENSED 19169 1/15/2026 STATE OF IDAHO LAURA M. BOND

BORDER SIZE: 22"x34"	
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE
	REVISIONS	

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
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CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE
PLAN AND PROFILE - STA. 10+00 TO 19+00

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: 1/15/2026
PROJECT: 240188
SHEET: C2.0

L:\240188\03_CAD\SHEETS\CONSTRUCTION DRAWINGS\240188-PP.DWG, 1/15/2026

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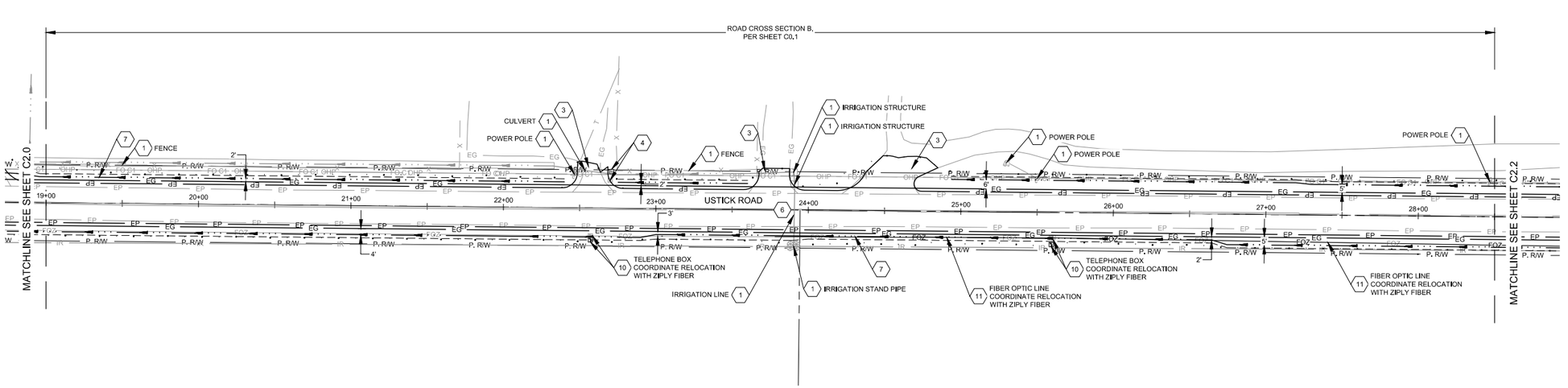

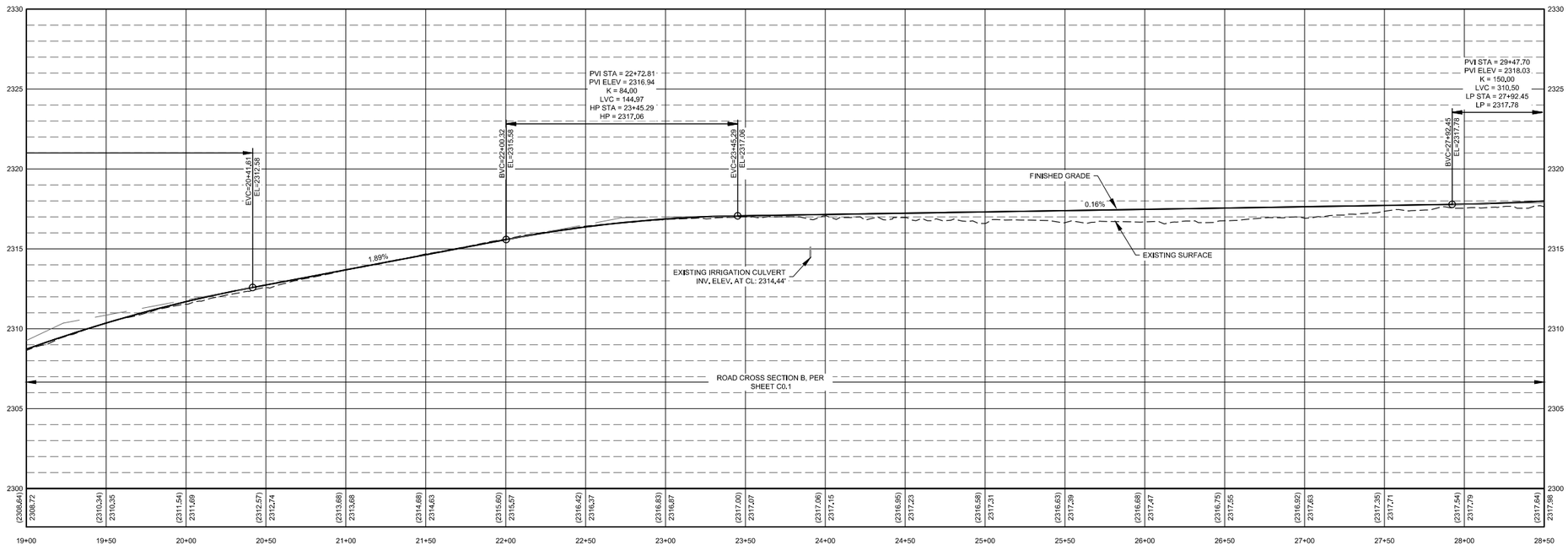

USTICK ROAD
STA.19+00 TO STA. 28+50.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER LICENSED 19169 1/15/2026 STATE OF IDAHO LAURA M. BOND

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE

PLAN AND PROFILE - STA. 19+00 TO 28+50

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	1/15/2026
PROJECT:	240188
SHEET:	C2.1

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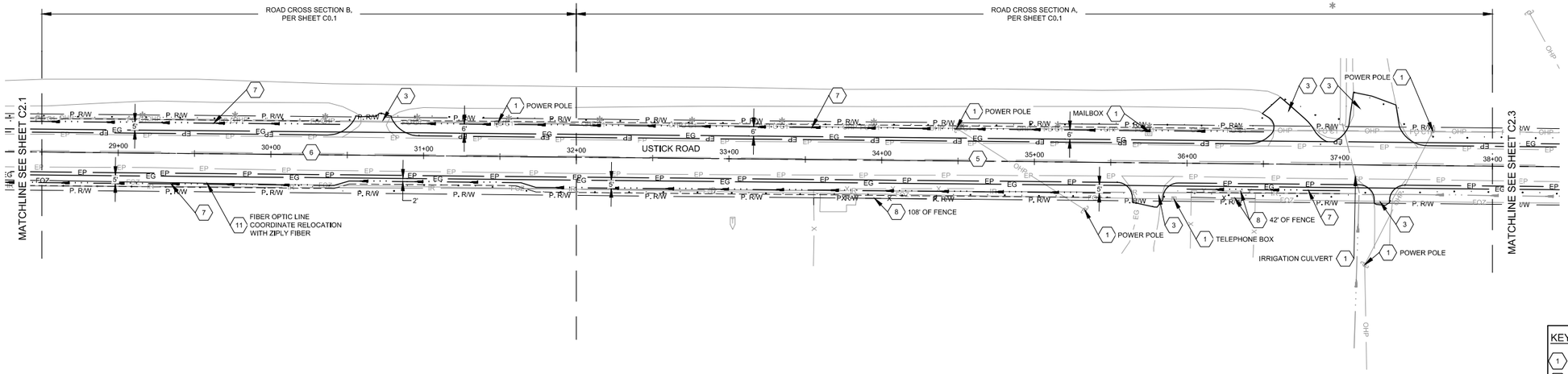

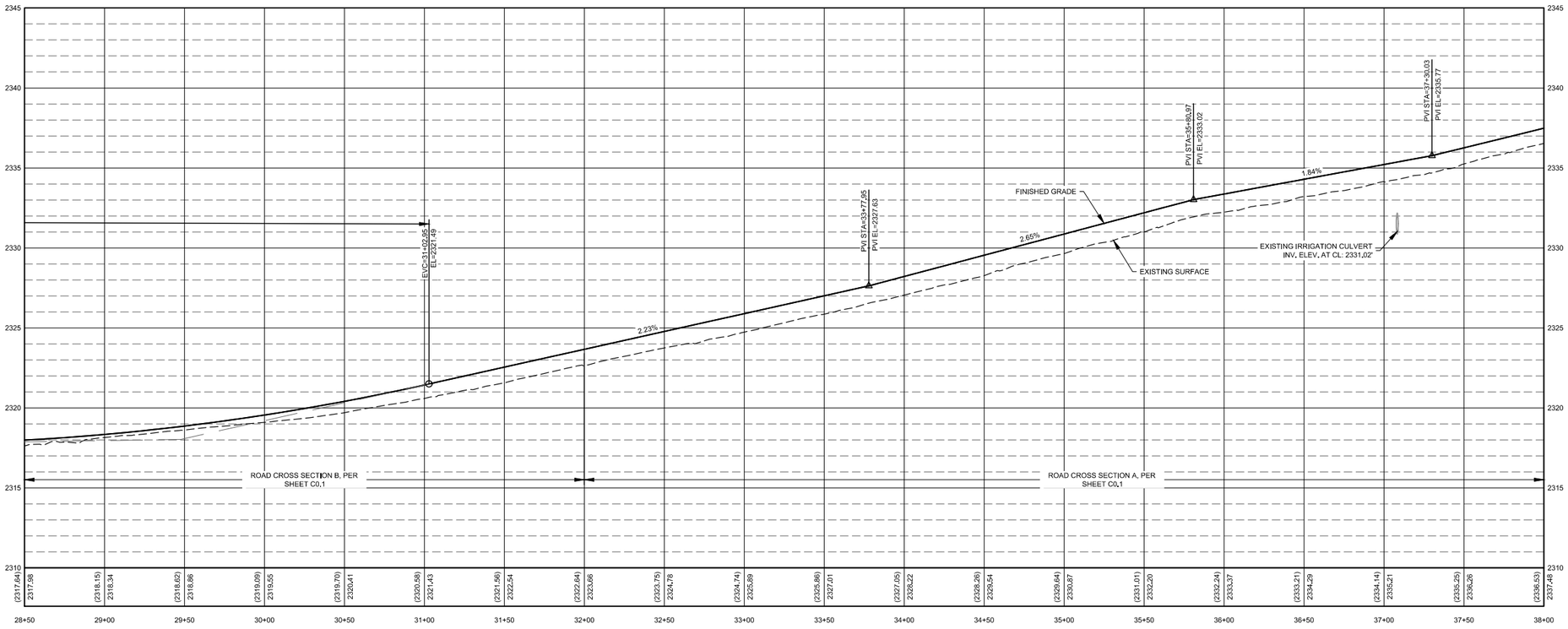

USTICK ROAD
STA.28+50 TO STA. 38+00.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 124IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER LICENSED 9169 1/15/2026 STATE OF IDAHO LAURA M. BOND

BORDER SIZE:	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE
PLAN AND PROFILE - STA. 28+50 TO 38+00

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	1/15/2026
PROJECT:	240188
SHEET:	C2.2

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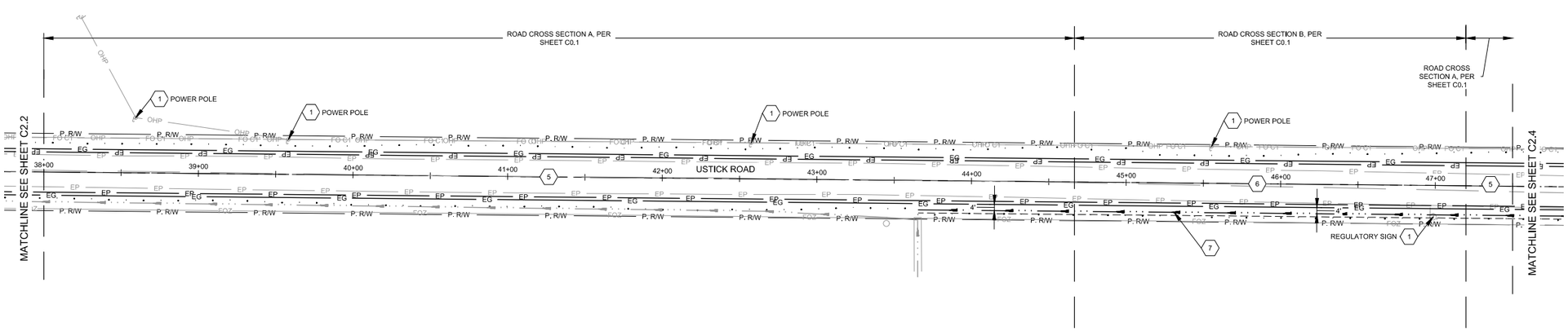

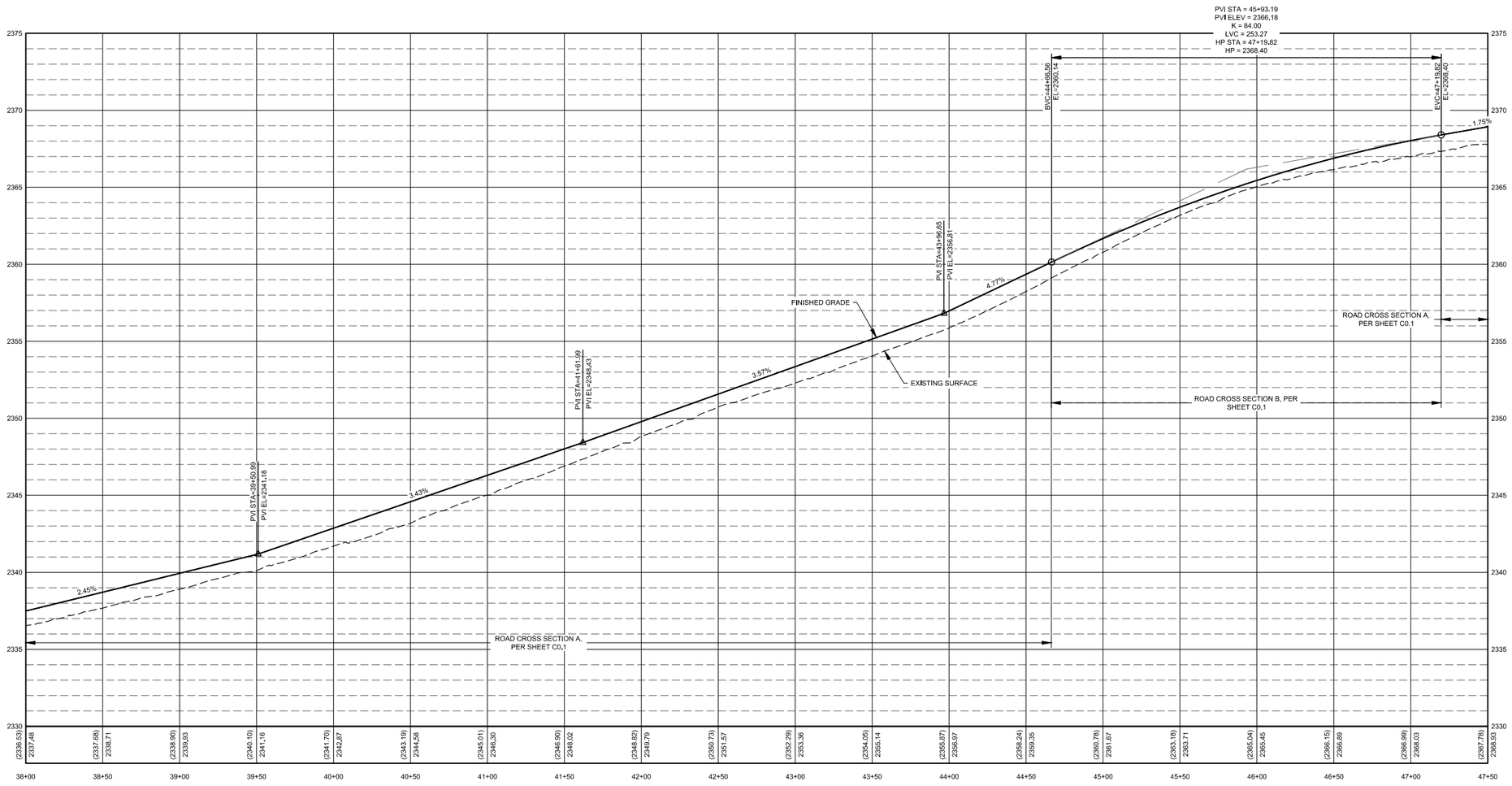

USTICK ROAD
STA.38+00 TO STA. 47+50.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER LICENSED 19169 1/15/2026 STATE OF IDAHO LAURA M. BOND

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE

PLAN AND PROFILE - STA. 38+00 TO 47+50

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: 1/15/2026
PROJECT: 240188
SHEET: C2.3

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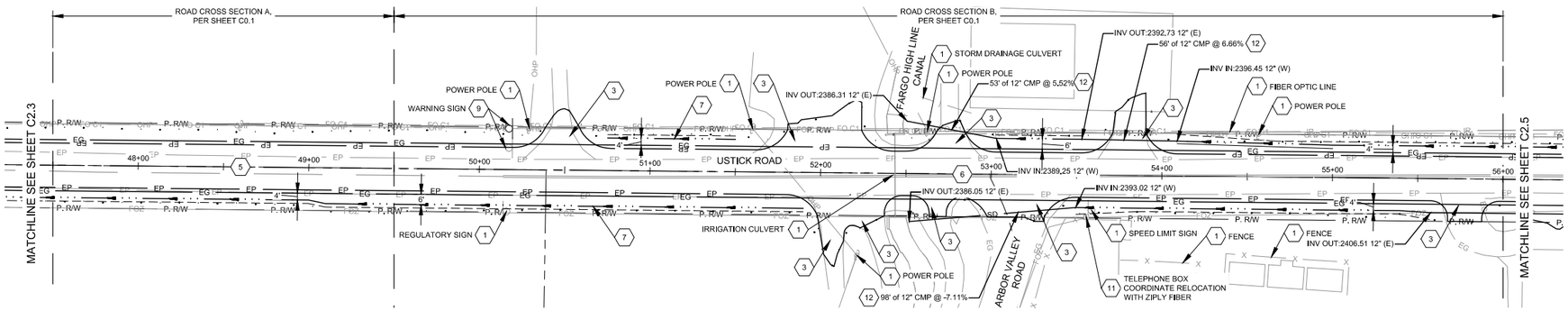
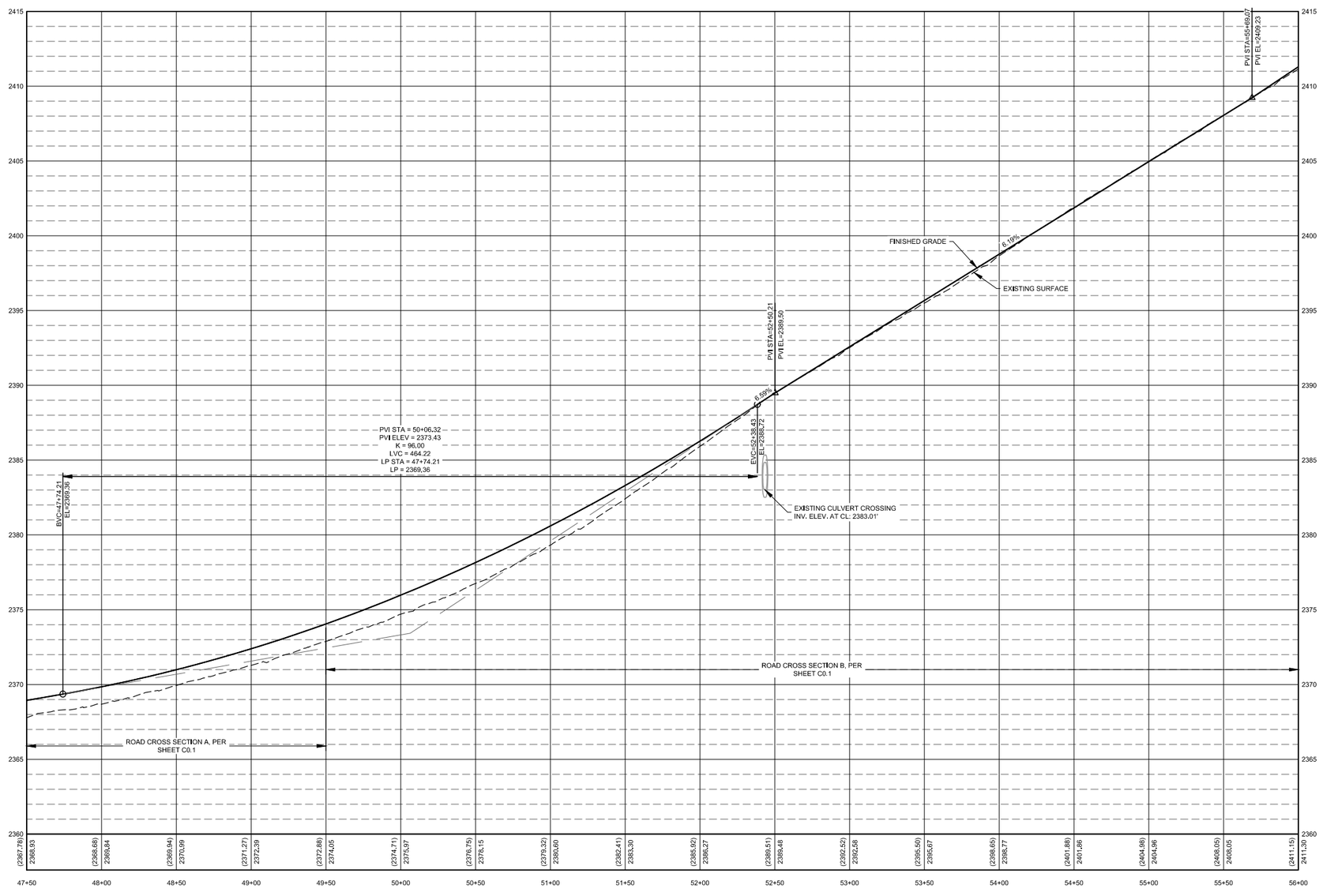
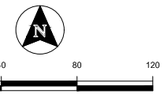




USTICK ROAD
STA.47+50 TO STA. 56+00.00



KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER
LICENSED
19169
1/15/2026
STATE OF IDAHO
LAURA M. BOND

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE

PLAN AND PROFILE - STA. 47+50 TO 56+00

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	1/15/2026
PROJECT:	240188
SHEET:	C2.4

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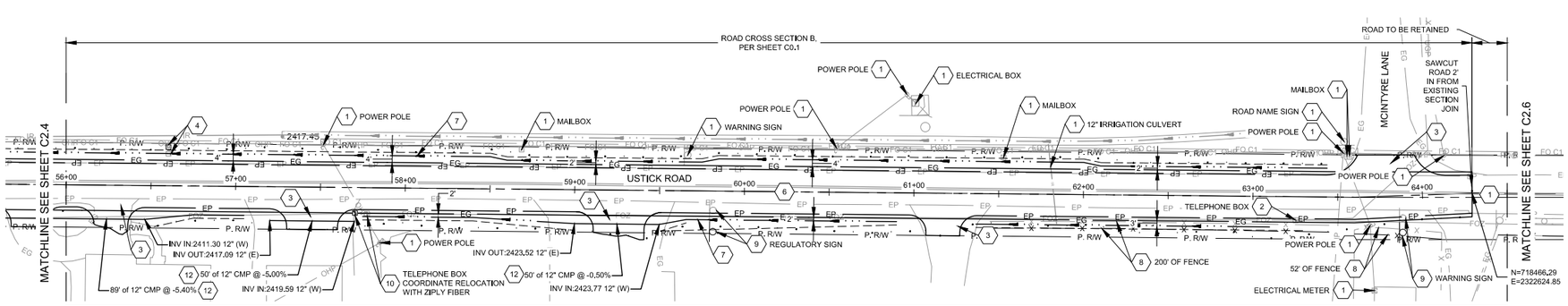

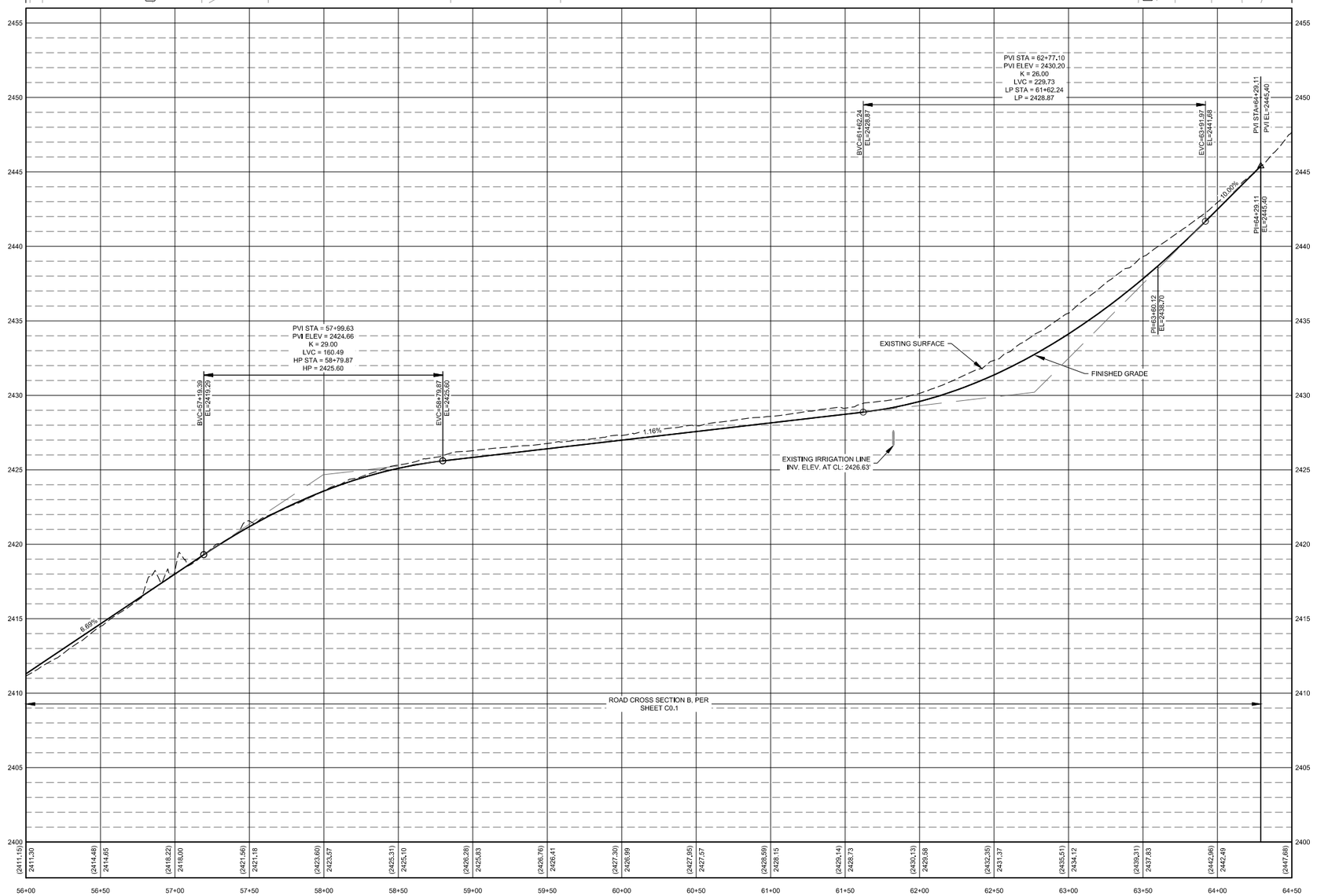

USTICK ROAD
STA.56+00 TO STA. 64+50.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER LICENSED 19169 1/15/2026 STATE OF IDAHO LAURA M. BOND

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE

PLAN AND PROFILE - STA. 56+00 TO 64+50

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	1/15/2026
PROJECT:	240188
SHEET:	C2.5

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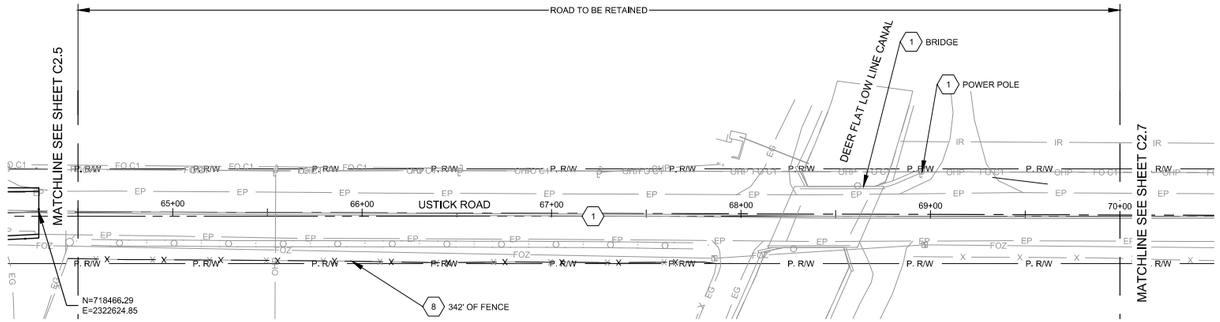

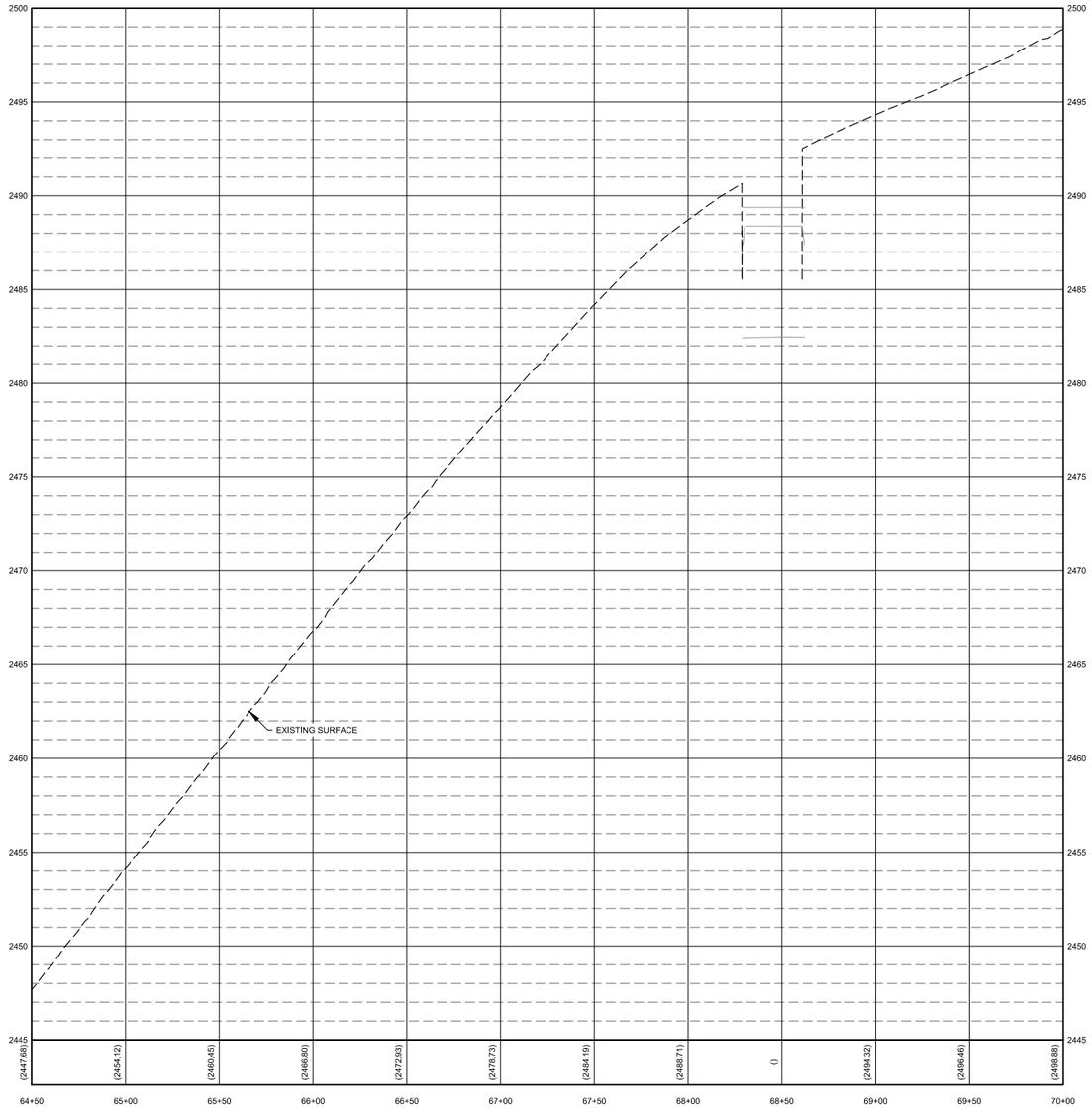

USTICK ROAD
STA.64+50 TO STA. 70+00.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER
LICENSED
19169
1/15/2026
STATE OF IDAHO
LAURA M. BOND

BORDER SIZE:	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE

PLAN AND PROFILE - STA. 64+50 TO 70+00

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	1/15/2026
PROJECT:	240188
SHEET:	C2.6

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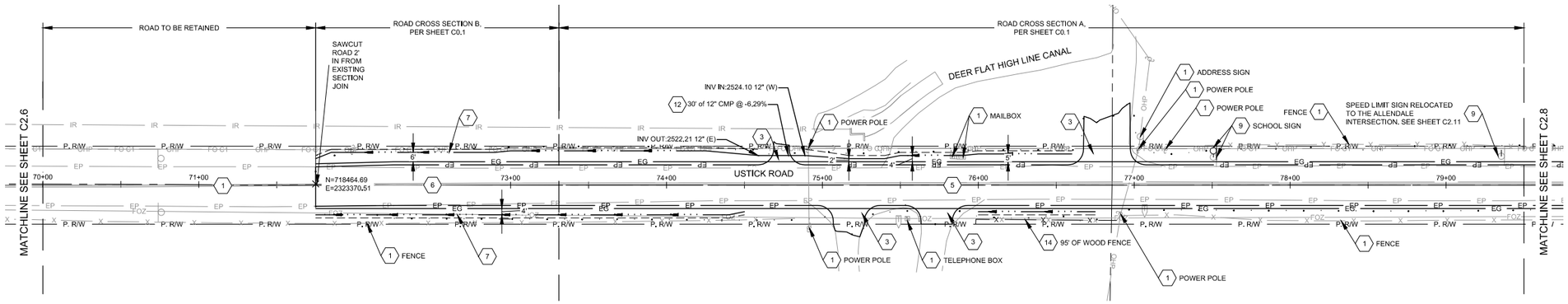

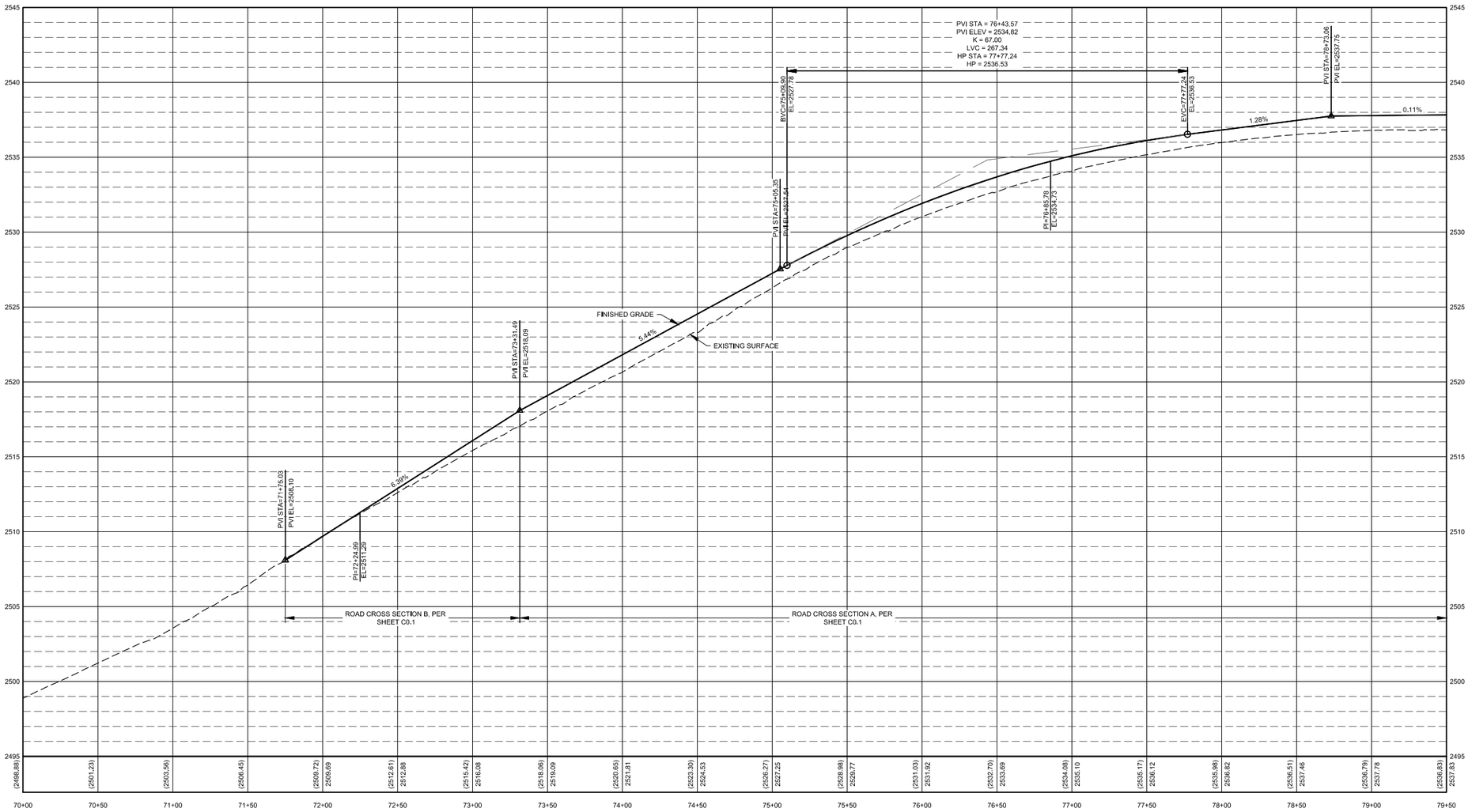

USTICK ROAD
STA.70+00 TO STA. 79+50.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER LICENSED 19169 1/15/2026 STATE OF IDAHO LAURA M. BOND

BORDER SIZE: 22"x34"	DESIGNED	DRAWN	CHECKED	APPROVED
	L. BOND	L. BOND	P. COLWELL	L. BOND

NO.	DESCRIPTION	DATE
	REVISIONS	

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE

PLAN AND PROFILE - STA. 70+00 TO 79+50

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: 1/15/2026
PROJECT: 240188
SHEET: C2.7

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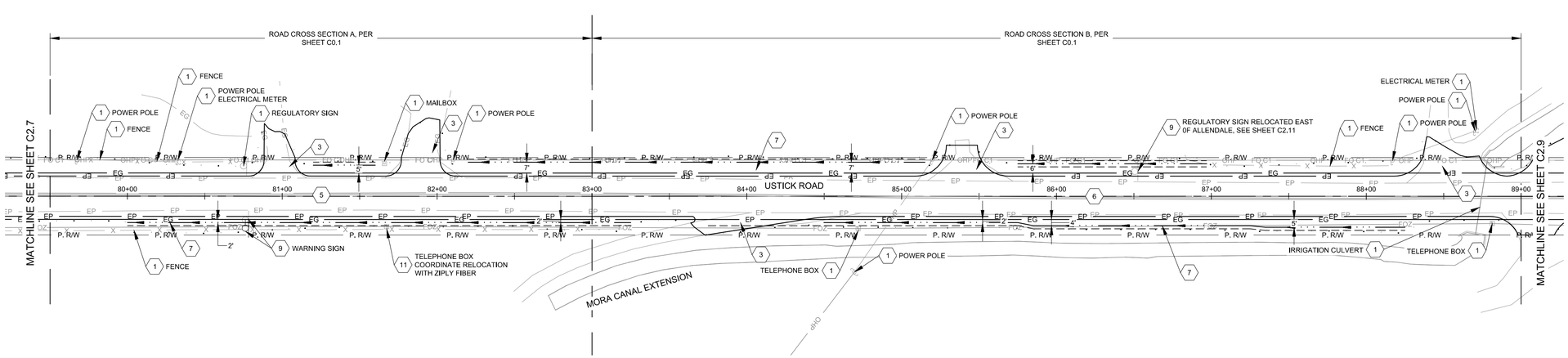

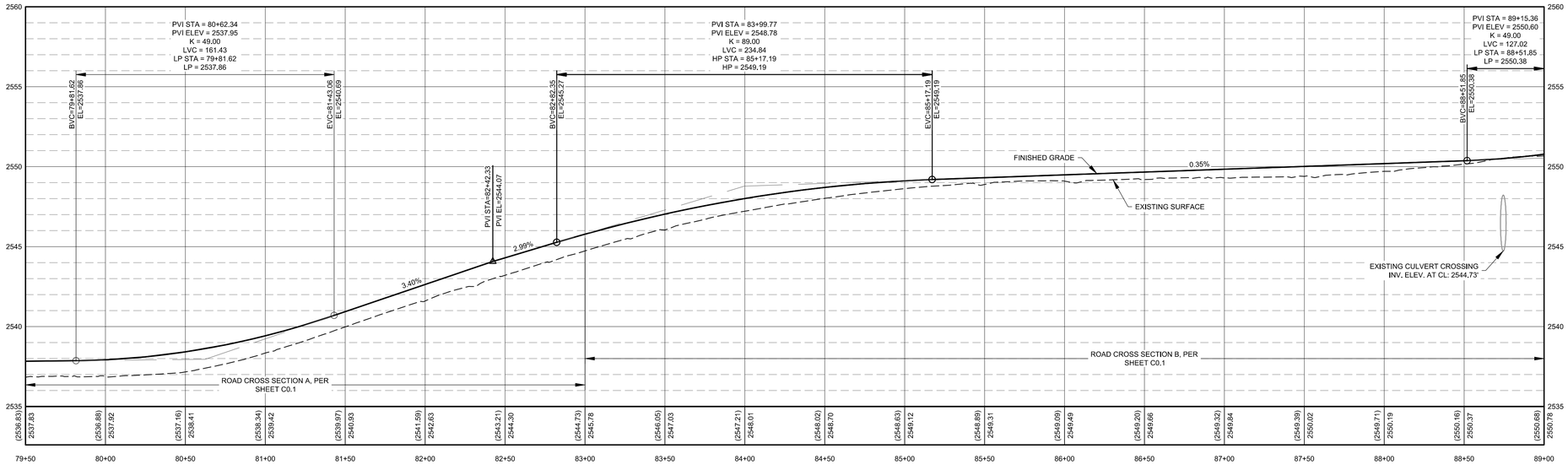

USTICK ROAD
STA.79+50 TO STA. 89+00.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER LICENSED 19169 3/18/2026 STATE OF IDAHO LAURA M. BOND

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE
PLAN AND PROFILE - STA. 79+50 TO 89+00

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	1/15/2026
PROJECT:	240188
SHEET:	C2.8

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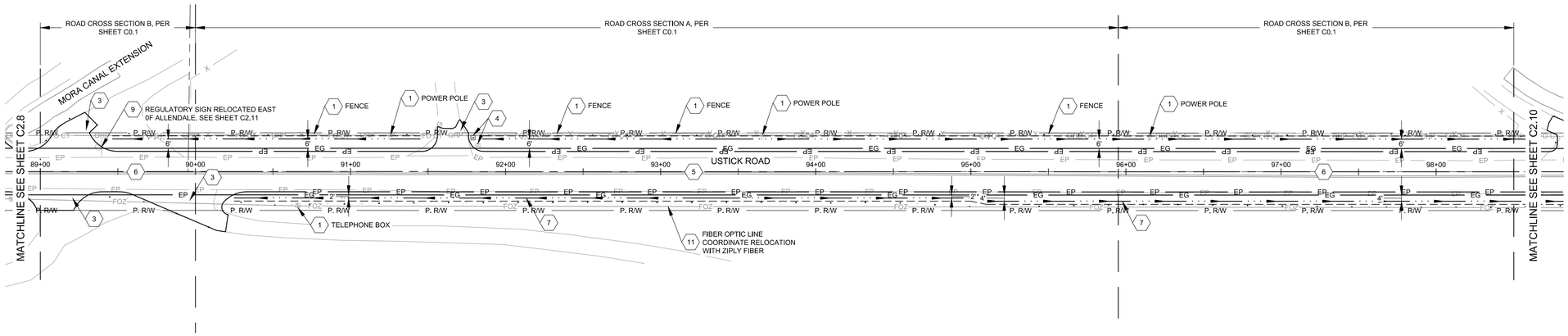

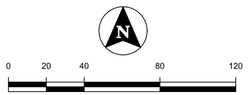

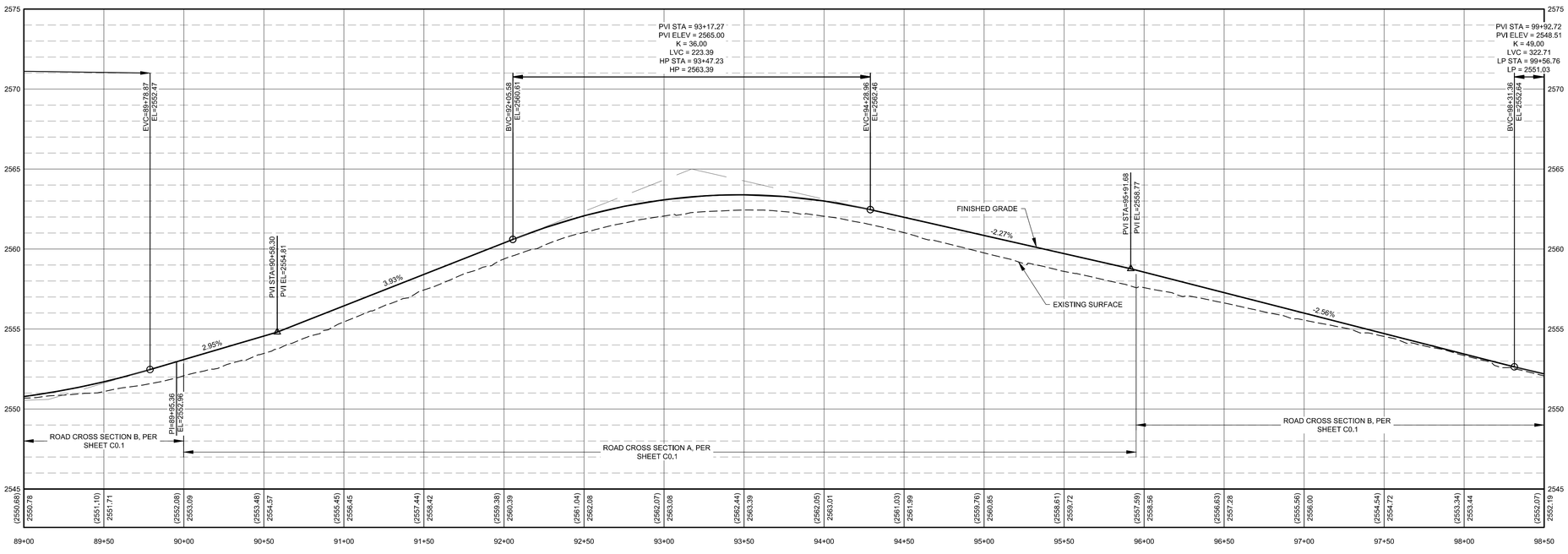

USTICK ROAD
STA.89+00 TO STA. 98+50.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

PROFESSIONAL ENGINEER LICENSED 19169 3/18/2026 STATE OF IDAHO LAURA M. BOND

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
CHECKED	P. COLWELL
APPROVED	L. BOND

REVISIONS

NO.	DESCRIPTION	DATE

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE
PLAN AND PROFILE - STA. 89+00 TO 98+50

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PROJECT:	240188
SHEET:	C2.9

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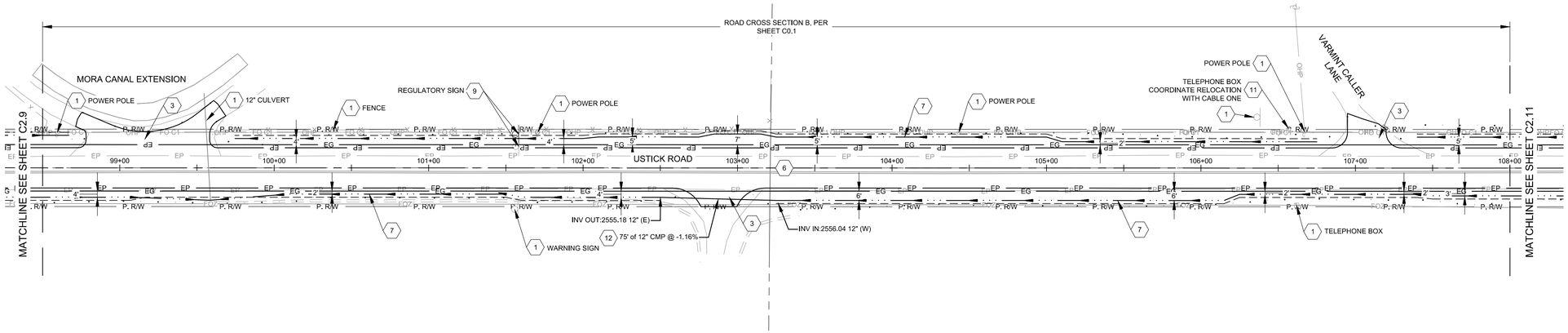

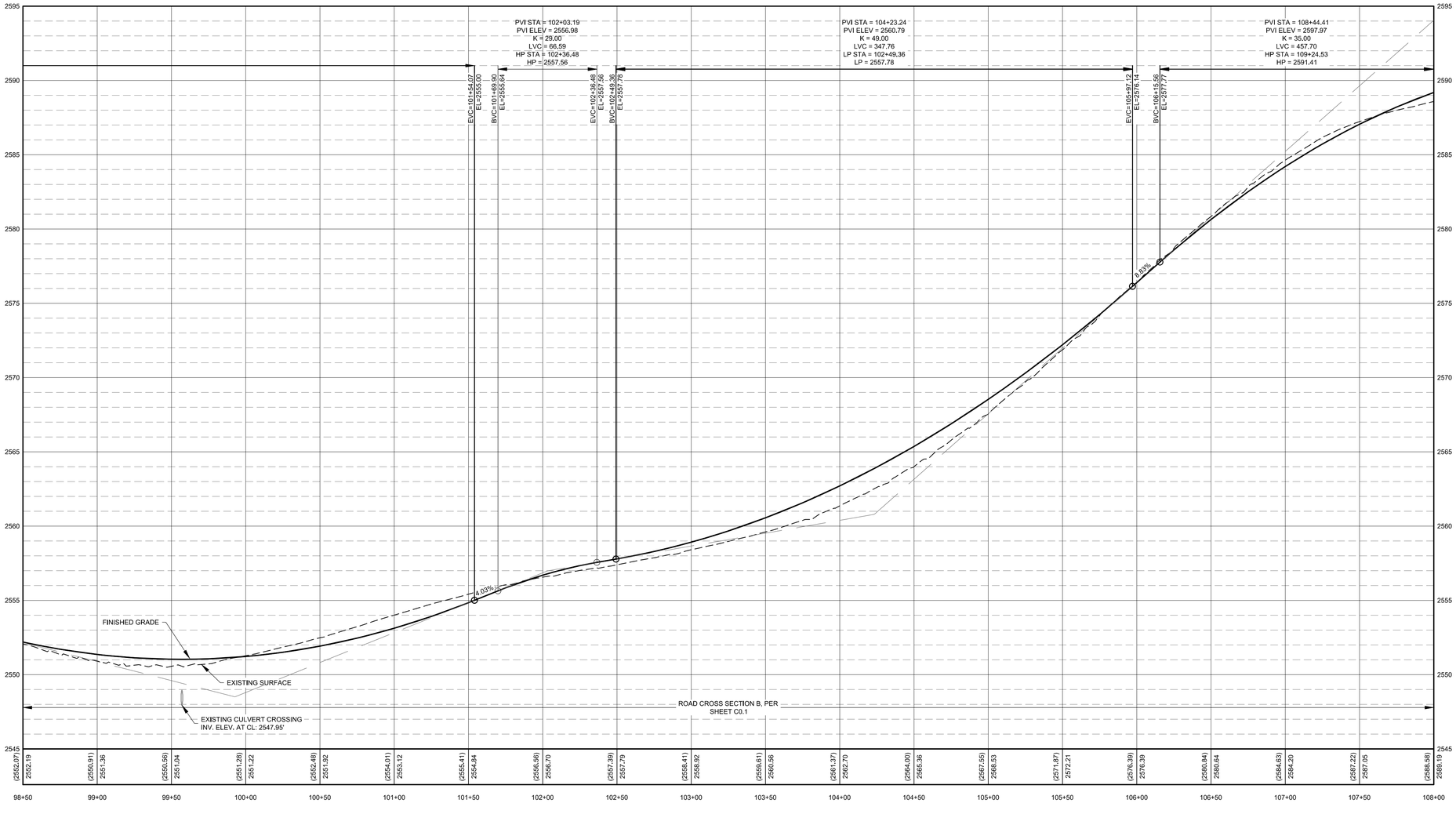

USTICK ROAD
STA.98+50 TO STA. 108+00.00

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
4. REMOVE AND RELOCATE MAILBOX
5. IMPROVE ROAD PER ROAD CROSS SECTION A, SHEET C0.1
6. IMPROVE ROAD PER ROAD CROSS SECTION B, SHEET C0.1
7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
8. REMOVE AND REPLACE WIRE FENCE
9. REMOVE AND RELOCATE SIGN TO BE INSTALLED PER ISPWC SD-1130
10. REMOVE AND RELOCATE UTILITY
11. COORDINATE WITH ZIPLY FIBER TO DEEPEN FIBER OPTIC LINES TO A PROPER BURRY DEPTH IF NECESSARY
12. INSTALL 12-IN CMP STORM SEWER PIPE
13. REMOVE IRRIGATION CULVERT
14. REMOVE AND REPLACE WOOD FENCE

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CHECKED	P. COLWELL
APPROVED	L. BOND

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
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NAMPA, IDAHO 83687
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CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE
PLAN AND PROFILE - STA. 98+50 TO 108+00

ATTENTION:
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PROJECT:	240188
SHEET:	C2.10

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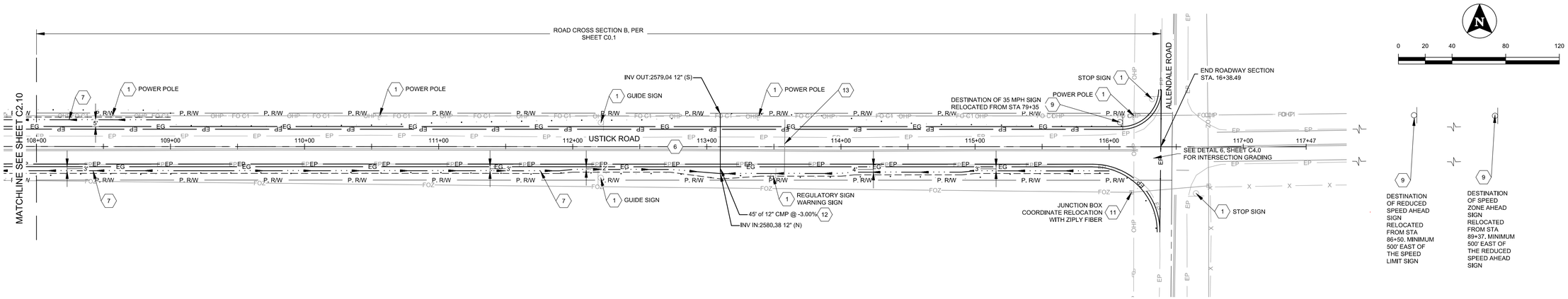

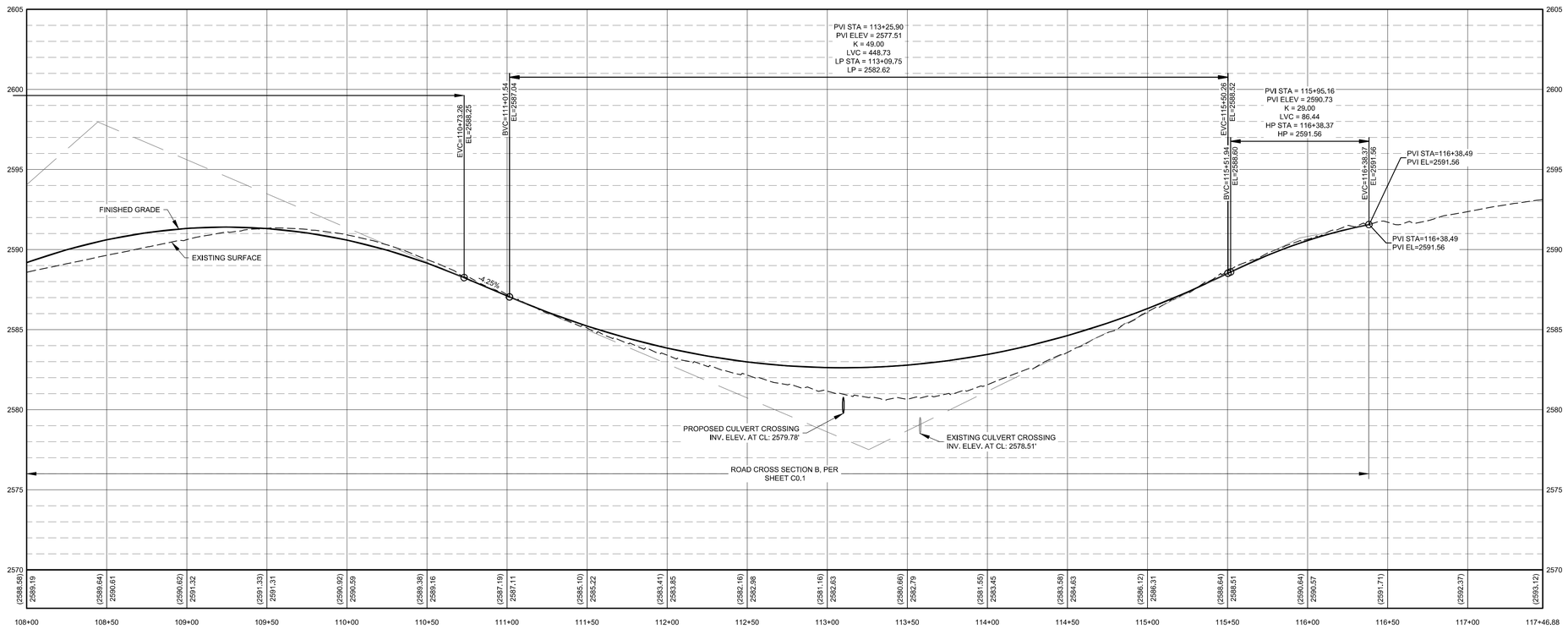

USTICK ROAD
STA.108+00 TO STA. 117+46.88

KEYNOTES:

1. RETAIN AND PROTECT
2. ADJUST TO GRADE
3. DRIVEWAY PER DETAILS 1 OR 2 SHEET C4.0, REFER TO DETAIL 1 IF THE EXISTING DRIVEWAY IS GRAVEL. DETAIL 2 IF THE EXISTING DRIVEWAY IS PAVED.
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7. DRAINAGE DITCH PER DETAIL 4, SHEET C4.0
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PROFESSIONAL ENGINEER LICENSED 19169 3/18/2026 STATE OF IDAHO LAURA M. BOND

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	
CHECKED	L. BOND
P. COLWELL	
APPROVED	L. BOND

REVISIONS

NO.	DESCRIPTION	DATE

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NAMPA, IDAHO 83687
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CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE

PLAN AND PROFILE - STA. 108+00 TO 116+75

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PROJECT: 240188
SHEET: C2.11

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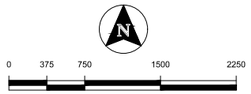
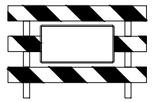


NOTES

1. CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH ENGINEER, PRIVATE PROPERTY OWNERS, AND THE GOLDEN GATE HIGHWAY DISTRICT TO PROVIDE LIMITED ACCESS WITH LAND LOCKED RESIDENTS. CONTRACTOR SHALL PROVIDE ACCESS TO THE MAXIMUM EXTENT POSSIBLE AND AT THE END OF EACH WORK DAY.
2. ALL TRAFFIC CONTROL SIGNS AND DEVICES SHALL MEET MANUAL OF TRAFFIC CONTROL DEVICES (MUTCD) REQUIREMENTS .
3. ALL SIGNS SHALL BE POST MOUNTED OR MOUNTED ONTO THE BARRICADES.
4. RURAL SIGNS SHALL BE SPACED 500' APART.
5. CONTRACTOR TO SUBMIT PLANS FOR TRAFFIC CONTROL FOR THE LOCAL ACCESS DURING THE NIGHT.
6. CONTRACTOR TO COORDINATE WITH GGHD TO INFORM HOMEOWNERS ALONG USTICK ROAD BEFORE ROAD CLOSURE.

DAYTIME TRAFFIC CONTROL



1 TYPE III BARRICADES, WITH MOUNTED SIGN

2 R11-4 60"X30"

3 W20-3 36"X36"

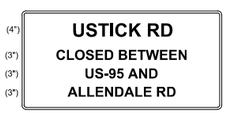
4 W20-2 36"X36"

5 M4-10L 48" X 18"

6 M4-10R 48" X 18"

7 ROAD SIGN 24" X 6"

8 M4-8 24" X 12" M6-3 21" X 15"



9 ORANGE BACKGROUND WITH BLACK LETTERS AND 1" BLACK PERIMETER LINE, ATTACH TO TWO CRASHWORTHY POSTS, 30" X 60"

10 M4-8A 24" X 18"

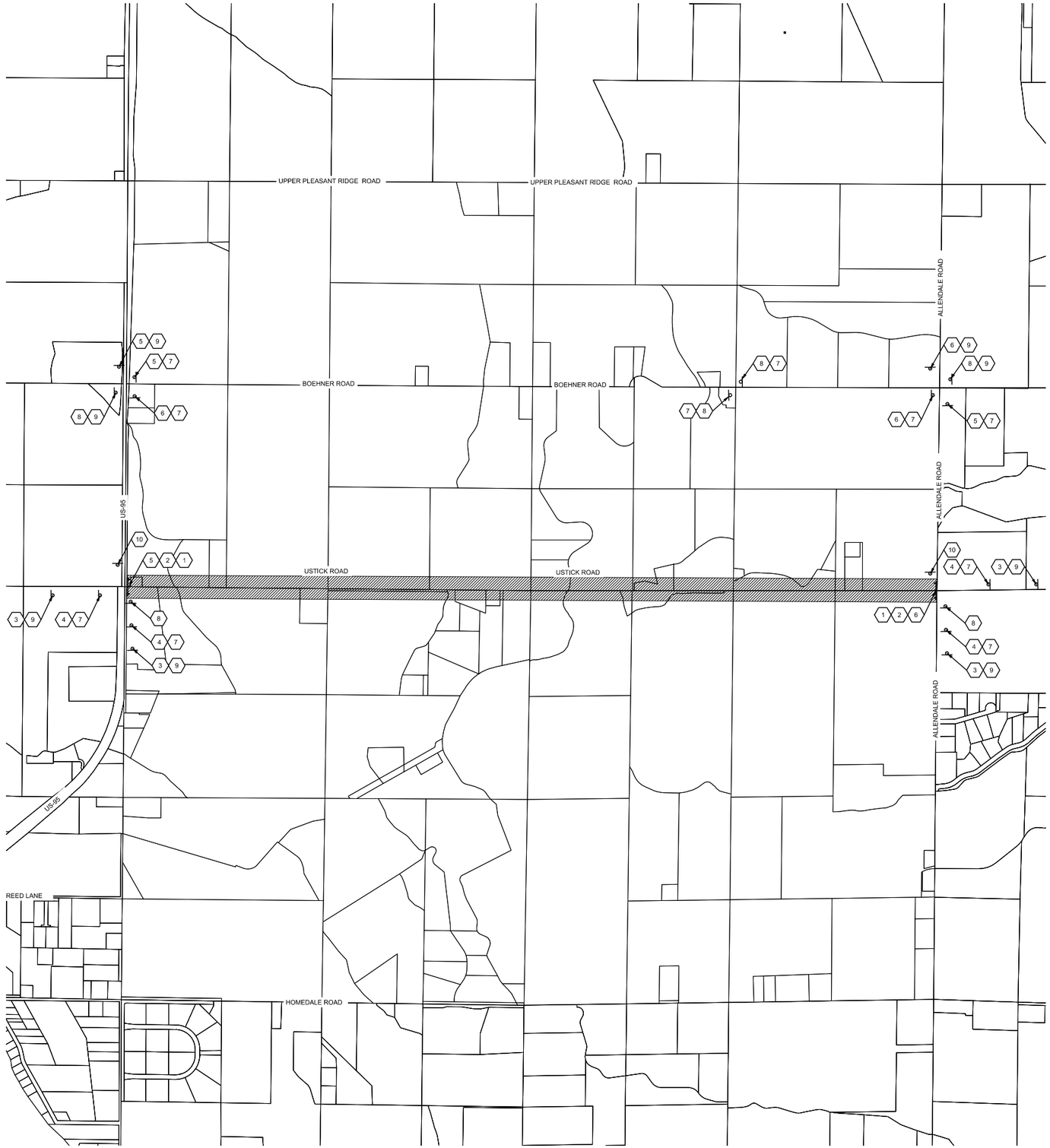
POSSIBLE NIGHTTIME TRAFFIC CONTROL

PORTABLE TUBULAR MARKER, PER ISPWC 1103

TRAFFIC CONTROL DRUM, PER ISPWC 1103

ABRUPT EDGE WARNING 36" X 36"

W8-1 36" X 36"



PROFESSIONAL ENGINEER LICENSED 9169 1/15/2026 STATE OF IDAHO LAURA M. BOND

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NO.	DESCRIPTION	DATE

REVISIONS

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CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE TRAFFIC CONTROL

ATTENTION:
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PROJECT:	240188
SHEET:	C3.0

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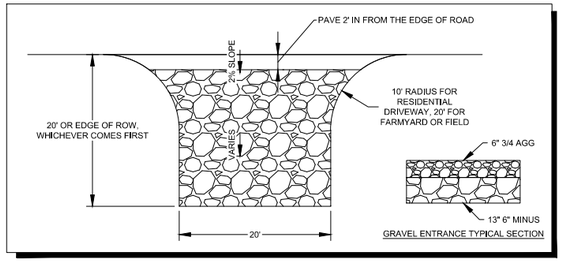
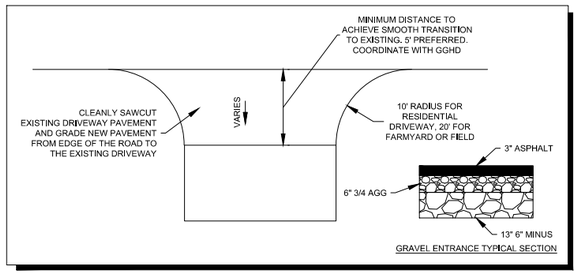
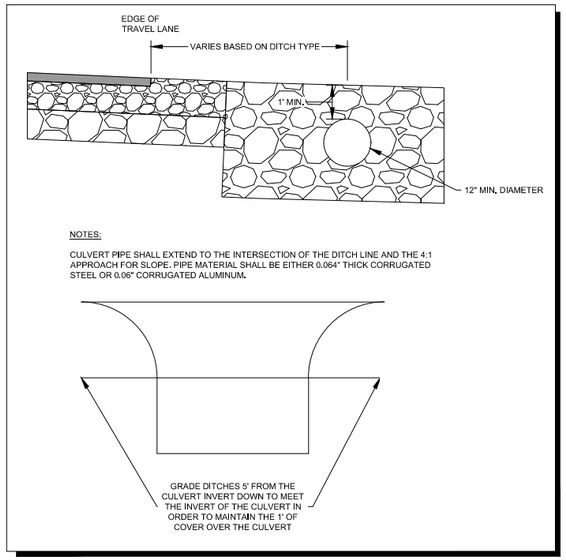


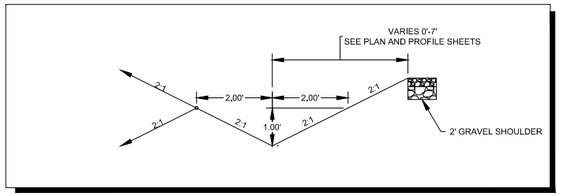
1 GRAVEL DRIVEWAY ACCESS
N.T.S



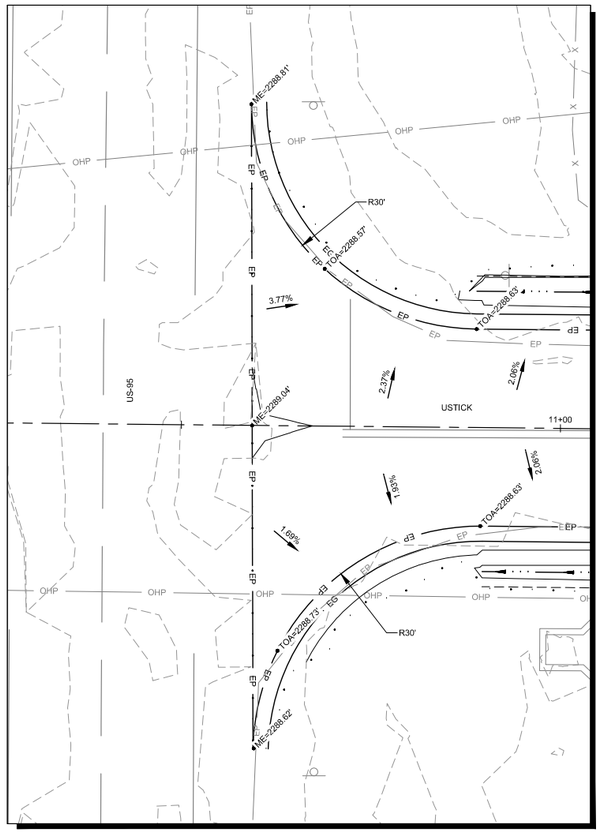
2 PAVED DRIVEWAY ACCESS
N.T.S



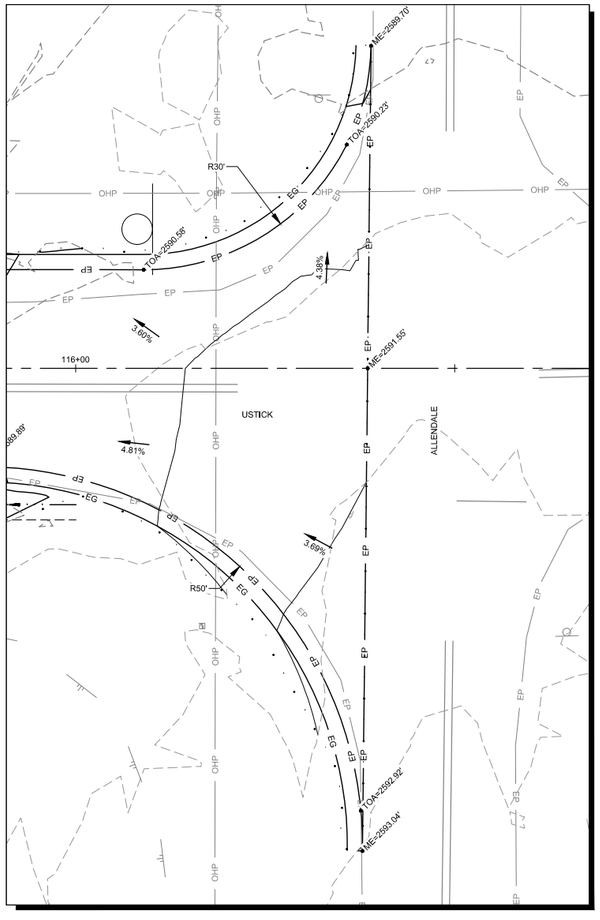
3 DRIVEWAY CULVERT DETAIL
N,T,S



4 DITCH DETAIL
N.T.S



5 US-95 INTERSECTION
N.T,S



6 ALLENDALE INTERSECTION
N.T.S

PROFESSIONAL ENGINEER
LICENSED
19169
1/15/2026
STATE OF IDAHO
LAURA M. BOND

BORDER SIZE	22"x34"
DESIGNED	L. BOND
DRAWN	L. BOND
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NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
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CONSTRUCTION DRAWINGS FOR:

USTICK RD, US-95 TO ALLENDALE

DETAILS

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PROJECT:	240188
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Appendix B

Golden Gate Highway District No. 3
Ustick Road, US-95 to Allendale Road

Geotechnical Evaluation for Ustick Road

GEOTECHNICAL EVALUATION FOR USTICK ROAD – A 2± MILE LONG ROADWAY SECTION ALONG USTICK ROAD BETWEEN US-95 AND ALLENDALE ROAD HOMEDALE, IDAHO

July 19, 2024

GTI-Project No. 2757-ID

Prepared For:

Ardurra Group, Inc.
332 N Broadmore Way
Nampa, Idaho 83687

GeoTek, Inc.

TABLE OF CONTENTS

SCOPE OF SERVICES 1

SITE DESCRIPTION 1

PROPOSED DEVELOPMENT 2

FIELD STUDIES 2

SITE SOILS 2
- Artificial Fill 2
- Native Alluvial Soils 2

RESULTS OF LABORATORY TESTING 2

LIMITATIONS 4

Enclosures:

Figure 1, Site Vicinity Map
Figure 2, Site Exploration Plan
Figure 3, Site Exploration Plan

Appendix A, References
Appendix B, Test Pit Logs
Appendix C, Laboratory Test Results
Appendix D, Pavement Design

GeoTek, Inc.
320 East Corporate Drive Suite 300 Meridian, ID 83642-3511
(208) 888-7010 Office (208) 888-7924 Fax www.geotekusa.com

July 19, 2024
Project No. 2757-ID

Ardurra Group, Inc.
332 N Broadmore Way
Nampa, Idaho 83687

Attention: Pat Colwell, PE

Subject: **Geotechnical Evaluation** for "Ustick Road" – a 2± Mile Roadway Section – Located along Ustick Road Between US-95 and Allendale Road, Homedale, Idaho

In accordance with your request, GeoTek, Inc. (GTI) has completed a geotechnical evaluation of the subject project for roadway improvements/reconstruction. The purpose of our study was to evaluate the soil underlying the roadway and to provide recommendations for project design and construction based on our findings. This report outlines the geologic and geotechnical conditions of the roadway based on current data and provides earthwork and construction recommendations with respect to those conditions.

SCOPE OF SERVICES

The scope of our services has included the following:

1. Review of soils and geologic reports and maps for the roadway section (Appendix A).
2. Site reconnaissance.
3. Review of aerial photographs.
4. Excavating and logging of nine (9) exploratory borings (Appendix B).
5. Obtaining samples of representative soils, as the exploratory borings were advanced.
6. Performing laboratory testing on representative soil samples (Appendix C).
7. Assessment of potential geologic constraints.
8. Engineering analysis regarding the roadway section and subgrade preparation.
9. Preparation of this report.

SITE DESCRIPTION

The project consists of an approximately 2 mile stretch of roadway along Ustick Road in Homedale, Idaho. The roadway is currently paved with asphalt. The site is generally bound by vacant land, agricultural land, residential structures, and commercial structures in various locations along the roadway alignment (Figures 1 and 2). The site elevation varies substantially due to the nature of the surrounding area. Historically, topography generally directs surface water to the west.

PROPOSED DEVELOPMENT

It is our understanding that development would consist of performing earthwork for the improvement/reconstruction of the existing asphalt pavement.

FIELD STUDIES

Subsurface conditions were explored by using a track mounted hollow-stem auger drill rig. Nine (9) exploratory borings were advanced onsite. A log of each exploration is included with this report in Appendix B. Field studies were completed during July 2024 by field personnel who conducted field excavation location mapping, logged the excavations, and obtained samples of representative soils for laboratory testing. The approximate locations of the explorations are indicated on the enclosed Site Exploration Plan (Figures 2 and 3). The Unified Soil Classification System (USCS) Classification was used to visually classify the subgrade soils during the field evaluation.

SITE SOILS

Artificial Fill

Based on our field studies, spread fills were observed throughout the site (up to 3.5' where encountered). This spread fill contains mostly asphalt concrete and aggregate base and shall be considered artificial fill. It is anticipated that the artificial fills will be removed/reworked and used as aggregate base for the reconstruction of the asphalt pavement.

Native Alluvial Soils

Alluvial soils encountered generally consisted of surficial layers of silt underlain by silty gravel with sand and silty sand with varying amounts of gravel. The moisture content within the alluvial materials was generally slightly moist to moist near ground surface and at depth. The consistency of the coarse-grained soils was typically medium dense near the surface and at depth. The consistency of the fine-grained soils was typically firm near surface and at depth. We anticipate that the onsite soils can be excavated with conventional earthwork equipment.

RESULTS OF LABORATORY TESTING

Laboratory tests were performed on representative samples of the onsite earth materials in order to evaluate their physical and chemical characteristics. The tests performed, and the results obtained are presented in Appendix C.

PAVEMENT RECOMMENDATIONS

Below are two alternatives for pavement improvement/reconstruction based on the findings. Since GeoTek has not been provided with traffic data for the site, it should be noted that each of the alternatives is based on assumed traffic indices for the roadway section.

Alternate #1 - Reconstruct

GeoTek recommends the following pavement section option for a full reconstruct of the roadway. The pavement section presented in the following table is based on an R-Value of 20. Tests were conducted on representative soil samples to determine the soil's performance when placed in the base, subbase or subgrade of a road subjected to traffic.

RECONSTRUCT OPTIONS	SUBGRADE R-VALUE	ASPHALT THICKNESS (in.)	MINIMUM AGGREGATE THICKNESS (in.)	
			Aggregate Base* (3/4" minus)	Subbase* (Uncrushed Aggregate)
Collector Normal Traffic TI = 8.0	20	3.0	6.0	13.0

All subgrade materials should be processed to a minimum depth of 12 inches and compacted to a minimum relative compaction of 95 percent of the laboratory standard (AASHTO T 99) near optimum moisture content. All aggregate base and subbase materials should be compacted to a minimum relative compaction of 95 percent of the laboratory standard (AASHTO T 99) at optimum moisture content.

Alternate #2 – Full-Depth Reclamation

Due to the limited thickness of asphalt concrete and aggregate base in the existing pavement section, a full-depth reclamation to a depth of approximately 6 inches is recommended. The reclaimed base should be pulverized to 1-inch minus material to be utilized on the project. The pulverized material should be utilized in conjunction with uncrushed aggregate to meet the required thickness outlined in the table below. The pulverized material and uncrushed aggregate should be compacted to a minimum relative compaction of 95 percent of the laboratory standard (AASHTO T 99). The compacted pulverized surface should then be overlain with a layer of 3/4-inch aggregate base compacted to a minimum relative compaction of 95 percent of the laboratory standard (AASHTO T 99). After the reclamation process, it is recommended that the roadways be paved with asphalt pavement (SP-3 SuperPave). Recommended pavement sections for a full depth reclamation can be seen in the table below.

RECLAMATION OPTIONS	SUBGRADE R-VALUE	ASPHALT THICKNESS (in.)	MINIMUM AGGREGATE THICKNESS (in.)		
			Aggregate Base* (3/4" minus)	Subbase* (Uncrushed Aggregate)	Pulverized Base
Collector Normal Traffic TI = 8.0	20	3.0	6.0	4.0	6.0

Common Subgrade Section Construction Issues

The subgrade upon which pavement sections are to be constructed must be properly stripped, compacted (if indicated), inspected, and proof rolled. Proof rolling of subgrade soils should be accomplished using a minimum 10-ton heavy rubber-tired, fully loaded, tandem-axle dump truck or equivalent. Verification of subgrade competence by GTI personnel at the time of construction is required. Pumping or soft areas must be removed and replaced with structural fill. Minor deflections from proof rolling are allowed under flexible pavements.

LIMITATIONS

The materials encountered on the project site and utilized in our laboratory study are believed representative of the area; however, soil materials vary in character between excavations and conditions exposed during mass grading. Site conditions may vary due to seasonal changes or other factors. GeoTek, Inc. assumes no responsibility or liability for work, testing, or recommendations performed or provided by others. Since our study is based upon the site materials observed, selective laboratory testing and engineering analysis, the conclusions and recommendations are professional opinions. These opinions have been derived in accordance with current standards of practice and no warranty is expressed or implied. Standards of practice are subject to change with time.

The opportunity to be of service is greatly appreciated. If you have any questions concerning this report or if we may be of further assistance, please do not hesitate to contact the undersigned.

Respectfully submitted,
GeoTek, Inc.

David C. Waite, PE
Senior Engineer / Branch Manager

Kyle C. Miley, PE
Project Engineer

APPROXIMATE SITE LOCATION

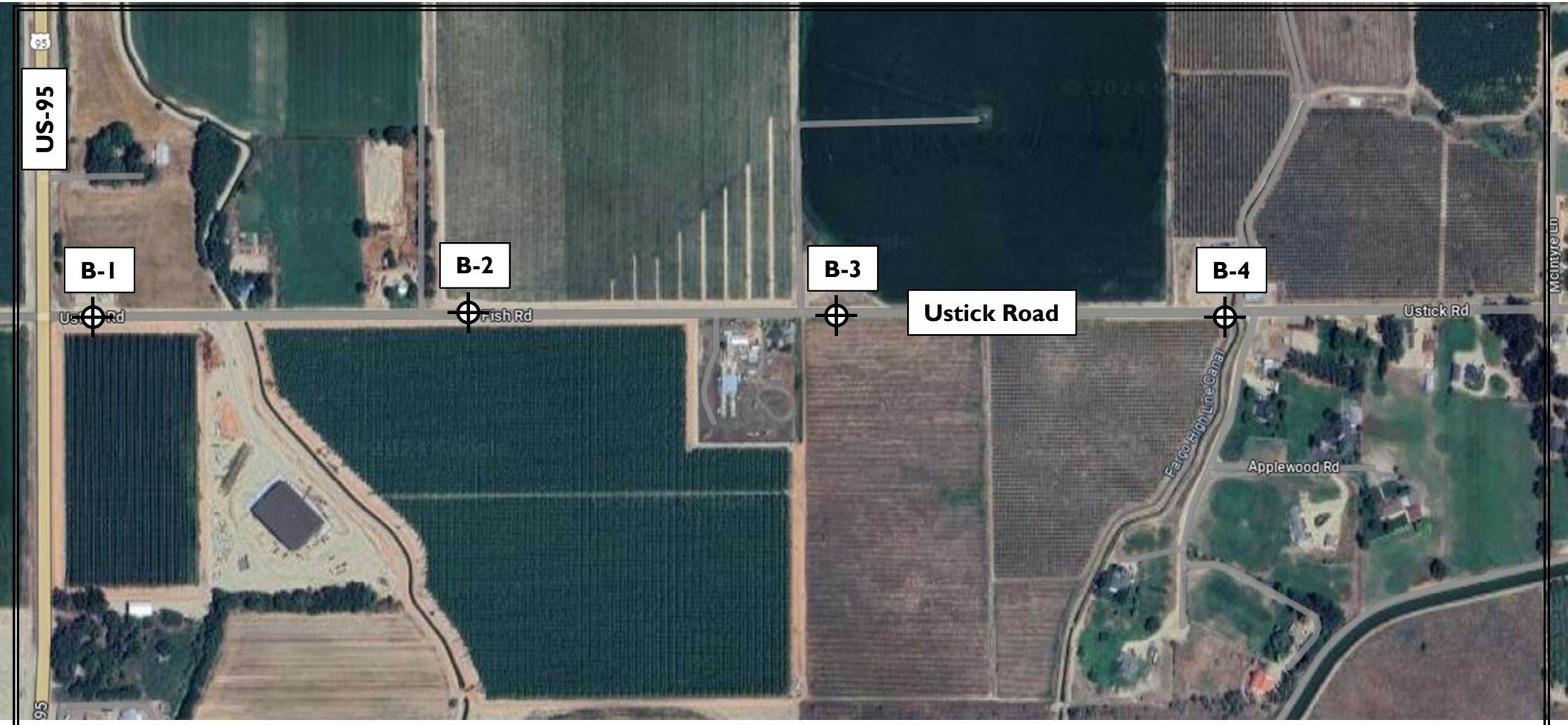
N

Source: Google Maps, 2024. GeoTek Field Observations, 2024.
Not to Scale

GEOTEK
GEOTECHNICAL | ENVIRONMENTAL | MATERIALS
320 E. Corporate Dr, Suite 300, Meridian, ID 83642
(208) 888-7010 (phone) / (208) 888-7924 (FAX)

FIGURE 1
SITE VICINITY MAP
Ustick Road Pavement Evaluation
Ustick Road, US-95 to Allendale Road
Homedale, Idaho
Prepared for: Ardurra

Project No.:	Report Date:	Drawn By:
2757-ID	July 2024	KCM



APPROXIMATE BORING LOCATIONS

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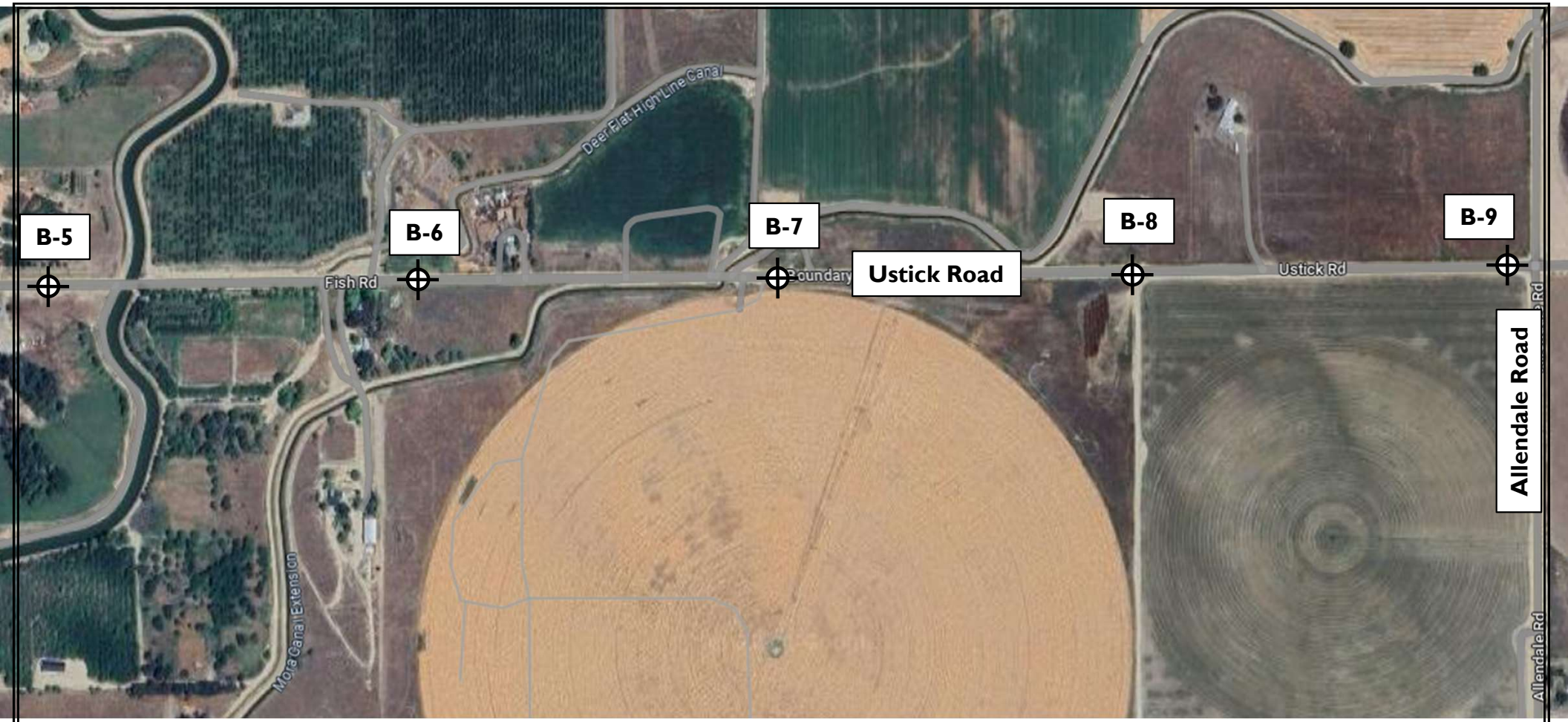
(208) 888-7010 (phone) / (208) 888-7924 (FAX)

FIGURE 2
SITE EXPLORATION PLAN
Ustick Road Pavement Evaluation
Ustick Road, US-95 to Allendale Road
Homedale, Idaho
Prepared for: Ardurra

Source: Google Earth 2024, GeoTek Field Observations, 2024.
Not to Scale

Project No:	2757-ID
Report Date:	July 2024
Drawn By:	KCM



APPROXIMATE BORING LOCATIONS

N

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(208) 888-7010 (phone) / (208) 888-7924 (FAX)

FIGURE 3
SITE EXPLORATION PLAN
Ustick Road Pavement Evaluation
Ustick Road, US-95 to Allendale Road
Homedale, Idaho
Prepared for: Ardurra

Source: Google Earth 2024, GeoTek Field Observations, 2024.
Not to Scale

Project No:	2757-ID
Report Date:	July 2024
Drawn By:	KCM

APPENDIX A

REFERENCES

Ada County Highway District Development Policy Manual, Revised by Resolution No. 690, October 2003

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APPENDIX B

LOG GENERAL NOTES

CONSISTENCY OF FINE-GRAINED SOILS		
Unconfined Compressive Strength, Qu, psf	**Standard Penetration or N-Value (SS) Blows/Ft**	**Consistency**
< 500	<2	Very Soft
500 - 1,000	2 - 3	Soft
1,001 - 2,000	4 - 7	Firm
2,001 - 4,000	8 - 16	Stiff
4,001 - 8,000	17 - 32	Very Stiff
> 8,001	32+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS	
Standard Penetration (SPT) or N-Value (SS) Blows/Ft	**Relative Density**
0 - 3	Very Loose
4 - 9	Loose
10 - 29	Medium Dense
30 - 49	Dense
50+	Very Dense

SPT penetration test using 140 pound hammer, with 30 inch free fall on 2 inch outside diameter(1-3/8 ID) sampler
For ring sampler using 140 lb hammer, with a 30 inch free fall on 3 inch outside diameter (2-1/2 ID) sample,
use N-value x 0.7 to get Standard N-value
For fine grained soil consistency, thumb penetration used per ASTM D-2488

RELATIVE PROPORTIONS OF SAND & GRAVEL	
Descriptive Term of other constituents	**Percent of Dry Weight**
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY	
Major Component of Sample	**Particle Size**
Boulders	Over 12 inches
Cobbles	3 inches to 12 inches
Gravel	#4 Sieve to 3 inches
Sand	#200 Sieve to #4 Sieve
Silt or Clay	Passing #200 Sieve

RELATIVE HARDNESS OF CEMENTED SOILS (CALICHE)	
Description	**General Characteristics**
Very Dense to Moderately Hard	Partially Cemented Granular Soil - Can be carved with a knife and broken with force by hand.
Very Stiff to Moderately Hard	Partially Cemented Fine-Grained Soil - Can be carved with a knife and broken with force by hand.
Moderately Hard	Moderate hammer blow required to break a sample
Hard	Heavy hammer blow required to break a sample
Very Hard	Repeated heavy hammer blow required to break a sample

LOG LEGEND

MATERIAL DESCRIPTION		
Soil Pattern	**USCS Symbol**	**USCS Classification**
	FILL	Artificial Fill
	GP or GW	Poorly/Well graded GRAVEL
	GM	Silty GRAVEL
	GC	Clayey GRAVEL
	GP-GM or GW-GM	Poorly/Well graded GRAVEL with Silt
	GP-GC or GW-GC	Poorly/Well graded GRAVEL with Clay
	SP or SW	Poorly/Well graded SAND
	SM	Silty SAND
	SC	Clayey SAND
	SP-SM or SW-SM	Poorly/Well graded SAND with Silt
	SP-SC or SW-SC	Poorly/Well graded SAND with Clay
	SC-SM	Silty Clayey SAND
	ML	SILT
	MH	Elastic SILT
	CL-ML	Silty CLAY
	CL	Lean CLAY
	CH	Fat CLAY
	PCEM	PARTIALLY CEMENTED
	CEM	CEMENTED
	BDR	BEDROCK

SAMPLING	
	SPT
	Ring Sample
NR	No Recovery
	Bulk Sample
	Water Table

CONSISTENCY					
Cohesionless Soils		**Cohesive Soils**		**Cementation**	
VL	Very Loose	So	Soft	MH	Moderately Hard
L	Loose	F	Firm	H	Hard
MD	Medium Dense	S	Stiff	VH	Very Hard
D	Dense	VS	Very Stiff		
VD	Very Dense				

BORING LOG

GEOTEK

PROJECT #:	2757-ID	**LOGGED BY:**	KCM
PROJECT:	Ustick Road	**METHOD:**	H.S. Auger
CLIENT:	Ardurra Group, Inc.	**DRILLER:**	2R Drilling
LOCATION:	Homedale, Idaho	**DATE:**	7/3/24
		ELEVATION:	

BORING NUMBER: B-1

Depth (ft)	SAMPLES: Sample Type	SAMPLES: Blows / 6 in.	Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Consistency	REMARKS
				FILL	Brown to Black, Artificial Fill, Aggregate Base and Asphalt Concrete, Slightly Moist	MD	Approximately 2.0" AC, 4.0" Base
1				ML	Brown, SILT, Slightly Moist to Moist	F	
2							
3							
4							Moist
5					**END OF BORING @ 5.0'**		
6					**NO GROUNDWATER ENCOUNTERED**		
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

BORING LOG

GEOTEK

PROJECT #:	2757-ID	**LOGGED BY:**	KCM
PROJECT:	Ustick Road	**METHOD:**	H.S. Auger
CLIENT:	Ardurra Group, Inc.	**DRILLER:**	2R Drilling
LOCATION:	Homedale, Idaho	**DATE:**	7/3/24
		ELEVATION:	

BORING NUMBER: B-2

Depth (ft)	SAMPLES: Sample Type	SAMPLES: Blows / 6 in.	Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Consistency	REMARKS
				FILL	Brown to Black, Artificial Fill, Aggregate Base and Asphalt Concrete, Slightly Moist	MD	Approximately 2.5" AC, 6.0" Base
1				ML	Brown, SILT, Slightly Moist to Moist	F	
2							
3							
4							
5					**END OF BORING @ 5.0'**		
6					**NO GROUNDWATER ENCOUNTERED**		
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

BORING LOG

GEOTEK

PROJECT #:	2757-ID	**LOGGED BY:**	KCM
PROJECT:	Ustick Road	**METHOD:**	H.S. Auger
CLIENT:	Ardurra Group, Inc.	**DRILLER:**	2R Drilling
LOCATION:	Homedale, Idaho	**DATE:**	7/3/24
		ELEVATION:	

BORING NUMBER: B-3

Depth (ft)	SAMPLES: Sample Type	SAMPLES: Blows / 6 in.	Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Consistency	REMARKS
				FILL	Brown to Black, Artificial Fill, Aggregate Base and Asphalt Concrete, Slightly Moist	MD	Approximately 2.0" AC, 6.0" Base
1	X			ML	Brown, SILT, Slightly Moist to Moist	F	
2	X						
3	X						
4							
5					**END OF BORING @ 5.0'** **NO GROUNDWATER ENCOUNTERED**		
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

BORING LOG

GEOTEK

PROJECT #:	2757-ID	**LOGGED BY:**	KCM
PROJECT:	Ustick Road	**METHOD:**	H.S. Auger
CLIENT:	Ardurra Group, Inc.	**DRILLER:**	2R Drilling
LOCATION:	Homedale, Idaho	**DATE:**	7/3/24
		ELEVATION:	

BORING NUMBER: B-4

Depth (ft)	SAMPLES: Sample Type	SAMPLES: Blows / 6 in.	Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Consistency	REMARKS
				FILL	Brown to Black, Artificial Fill, Aggregate Base and Asphalt Concrete, Slightly Moist	MD	Approximately 3.0" AC, 5.0" Base
1				ML	Brown, SILT with Sand, Slightly Moist to Moist	F	
2							
3							
4				ML	Gray to Lt. Brown, Sandy SILT, Slightly Moist	F	
5					**END OF BORING @ 5.0'**		
6					**NO GROUNDWATER ENCOUNTERED**		
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

GEOTEK

BORING LOG

PROJECT #:	2757-ID	**LOGGED BY:**	KCM
PROJECT:	Ustick Road	**METHOD:**	H.S. Auger
CLIENT:	Ardurra Group, Inc.	**DRILLER:**	2R Drilling
LOCATION:	Homedale, Idaho	**DATE:**	7/3/24
		ELEVATION:	

BORING NUMBER: B-5

Depth (ft)	SAMPLES: Sample Type	SAMPLES: Blows / 6 in.	Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Consistency	REMARKS
				FILL	Brown to Black, Artificial Fill, Aggregate Base and Asphalt Concrete, Slightly Moist	MD	Approximately 3.0" AC, 6.0" Base
1				FILL	Lt. Brown, Artificial Fill, Silty Gravel with Sand, Slightly Moist to Moist	F	
2							
3							
4				SM	Lt. Brown, Silty SAND, Slightly Moist	MD	
5					**END OF BORING @ 5.0'**		
					NO GROUNDWATER ENCOUNTERED		
6							
7							
8							
9							
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11							
12							
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15							
16							
17							
18							
19							
20							

BORING LOG

GEOTEK

PROJECT #:	2757-ID	**LOGGED BY:**	KCM
PROJECT:	Ustick Road	**METHOD:**	H.S. Auger
CLIENT:	Ardurra Group, Inc.	**DRILLER:**	2R Drilling
LOCATION:	Homedale, Idaho	**DATE:**	7/3/24
		ELEVATION:	

BORING NUMBER: B-6

Depth (ft)	SAMPLES: Sample Type	SAMPLES: Blows / 6 in.	Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Consistency	REMARKS
1				FILL	Brown to Black, Artificial Fill, Aggregate Base and Asphalt Concrete, Slightly Moist	MD	Approximately 4.0" AC, 6.0" Base
2				ML	Brown, SILT with Sand, Slightly Moist to Moist	F	
3							
4							
5					**END OF BORING @ 5.0'** **NO GROUNDWATER ENCOUNTERED**		
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

BORING LOG

GEOTEK

PROJECT #:	2757-ID	**LOGGED BY:**	KCM
PROJECT:	Ustick Road	**METHOD:**	H.S. Auger
CLIENT:	Ardurra Group, Inc.	**DRILLER:**	2R Drilling
LOCATION:	Homedale, Idaho	**DATE:**	7/3/24
		ELEVATION:	

BORING NUMBER: B-7

Depth (ft)	SAMPLES: Sample Type	SAMPLES: Blows / 6 in.	Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Consistency	REMARKS
				FILL	Brown to Black, Artificial Fill, Aggregate Base and Asphalt Concrete, Slightly Moist	MD	Approximately 2.0" AC, 4.0" Base
1				ML	Brown, SILT with Sand, Slightly Moist to Moist	F	
2							
3							
4							
5					**END OF BORING @ 5.0'** **NO GROUNDWATER ENCOUNTERED**		
6							
7							
8							
9							
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16							
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18							
19							
20							

BORING LOG

GEOTEK

PROJECT #:	2757-ID	**LOGGED BY:**	KCM
PROJECT:	Ustick Road	**METHOD:**	H.S. Auger
CLIENT:	Ardurra Group, Inc.	**DRILLER:**	2R Drilling
LOCATION:	Homedale, Idaho	**DATE:**	7/3/24
		ELEVATION:	

BORING NUMBER: B-8

Depth (ft)	SAMPLES: Sample Type	SAMPLES: Blows / 6 in.	Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Consistency	REMARKS
				FILL	Brown to Black, Artificial Fill, Aggregate Base and Asphalt Concrete, Slightly Moist	MD	Approximately 2.5" AC, 5.0" Base
1				ML	Brown, Sandy SILT, Slightly Moist to Moist	F	
2							
3							
4							
5					**END OF BORING @ 5.0'**		
6					**NO GROUNDWATER ENCOUNTERED**		
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

BORING LOG

GEOTEK

PROJECT #:	2757-ID	**LOGGED BY:**	KCM
PROJECT:	Ustick Road	**METHOD:**	H.S. Auger
CLIENT:	Ardurra Group, Inc.	**DRILLER:**	2R Drilling
LOCATION:	Homedale, Idaho	**DATE:**	7/3/24
		ELEVATION:	

BORING NUMBER: B-9

Depth (ft)	SAMPLES: Sample Type	SAMPLES: Blows / 6 in.	Soil Pattern	USCS Symbol	MATERIAL DESCRIPTION AND COMMENTS	Consistency	REMARKS
				FILL	Brown to Black, Artificial Fill, Aggregate Base and Asphalt Concrete, Slightly Moist	MD	Approximately 3.0" AC, 5.0" Base
1				GM	Lt. Brown, Silty GRAVEL with Sand, Slightly Moist to Moist	MD	
2							
3				SM	Tan to Lt. Brown, Silty SAND, Slightly Moist to Moist	MD	
4							Light Cementation
5					**END OF BORING @ 5.0'**		
6					**NO GROUNDWATER ENCOUNTERED**		
7							
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APPENDIX C

LABORATORY TESTS RESULTS (2757-ID)

ATTERBERG LIMITS

Atterberg limits were performed on representative samples in general accordance with ASTM D 4318. The results are shown in the following plates.

PARTICLE SIZE ANALYSIS

Sieve analyses were performed in general accordance with ASTM test method C136 and ASTM C117. Test results are presented in the following plates.

RESISTANCE R-VALUE AND EXPANSION PRESSURE OF COMPACTED SOILS

Tests were conducted on representative soil samples, in general accordance with Idaho test method T-8 and AASHTO T-190, to determine the soil's performance when placed in the base, subbase, or subgrade of a road subjected to traffic.

LOCATION	R-VALUE @ 200 psi
B-3, 1.0'-3.0'	20

GeoTek - Boise
320 Corporate Drive, Suite #300
Meridian, ID 83642
Phone: (208) 888-7010
Fax: (208) 888-7924

Material Test Report

Report No: MAT:24-00588-S01

Client: Ardurra Group
332 Broadmore Way
Nampa ID 83687

CC:

Project: 2757-ID
Ustick Road Pavement Evaluation

THIS DOCUMENT SHALL NOT BE REPRODUCED EXCEPT IN FULL

Sample Details

Sample ID	24-00588-S01
Date Sampled	7/3/2024
Specification	General Sieve Set
Sampled By	Kyle Miley
Location	B-3, 1.0'-3.0'

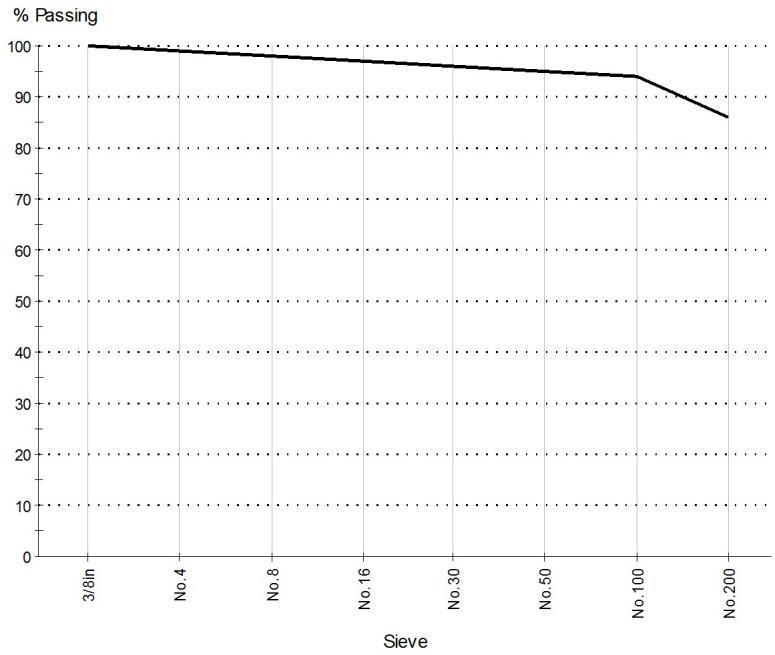
Sample Description:

ML,Silt

Atterberg Limit:

Liquid Limit: N/A
Plastic Limit: NP
Plasticity Index: NP

Particle Size Distribution



COBBLES	GRAVEL		SAND			FINES (85.9%)	
(0.0%)	Coarse (0.0%)	Fine (1.0%)	Coarse (1.5%)	Medium (1.9%)	Fine (9.7%)	Silt	Clay

Grading: ASTM C 136, ASTM C 117

Date Tested:
Tested By:

Sieve Size	% Passing	Limits
3/8in	100	
No.4	99	
No.8	98	
No.16	97	
No.30	96	
No.50	95	
No.100	94	
No.200	86	

D85: N/A **D60:** N/A **D50:** N/A
D30: N/A **D15:** N/A **D10:** N/A

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GeoTek - Boise
320 Corporate Drive, Suite #300
Meridian, ID 83642
Phone: (208) 888-7010
Fax: (208) 888-7924

Material Test Report

Report No: MAT:24-00588-S01

Client: Ardurra Group
332 Broadmore Way
Nampa ID 83687

CC:

Project: 2757-ID
Ustick Road Pavement Evaluation

THIS DOCUMENT SHALL NOT BE REPRODUCED EXCEPT IN FULL

Sample Details

Sample ID	24-00588-S01
Date Sampled	7/3/2024
Specification	General Sieve Set
Sampled By	Kyle Miley
Location	B-3, 1.0'-3.0'

Other Test Results

Description	Method	Result	Limits
Group Symbol	ASTM D 2487	ML	
Group Name		Silt	
Approximate maximum grain size	ASTM D 4318		
Material retained on 425µm (No. 40) (%)			
Method of Removal			
Grooving Tool Type			
Specimen preparation method			
Drying Method			
Special selection process			
Rolling Method for PL		Hand	
As Received Water Content (%)			
Liquid Limit Device Type		Manual	
Liquid Limit		N/A	
Plastic Limit		NP	
Plasticity Index		NP	
Liquid Limit Procedure		Multipoint (A)	

Comments

NP = Non Plastic

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GeoTek - Boise
320 Corporate Drive, Suite #300
Meridian, ID 83642
Phone: (208) 888-7010
Fax: (208) 888-7924

Material Test Report

Report No: MAT:24-00588-S02

Client: Ardurra Group
332 Broadmore Way
Nampa ID 83687

CC:

Project: 2757-ID
Ustick Road Pavement Evaluation

THIS DOCUMENT SHALL NOT BE REPRODUCED EXCEPT IN FULL

Sample Details

Sample ID	24-00588-S02
Date Sampled	7/3/2024
Specification	General Sieve Set
Sampled By	Kyle Miley
Location	B-9, 3.0'-4.0'

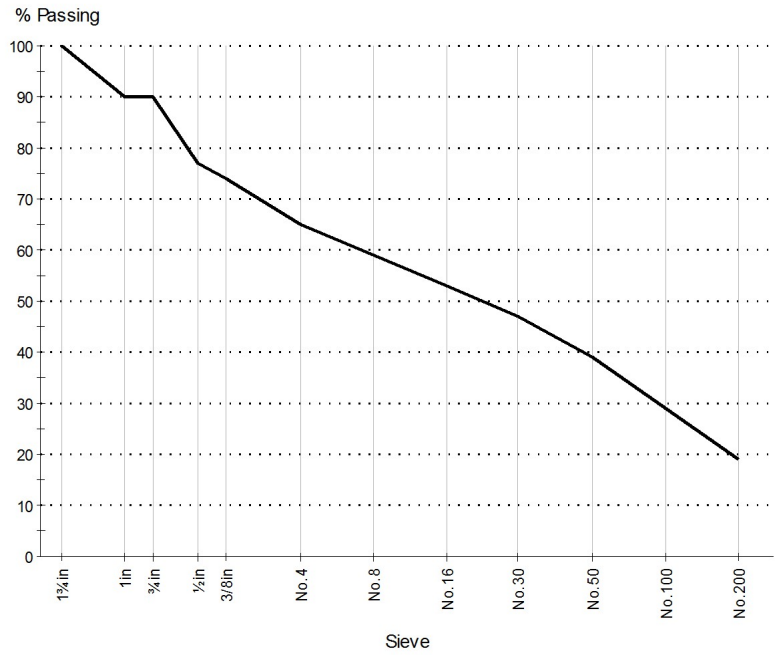
Sample Description:

SM,Silty sand with gravel

Atterberg Limit:

Liquid Limit:	N/A
Plastic Limit:	NP
Plasticity Index:	NP

Particle Size Distribution



COBBLES	GRAVEL		SAND			FINES (18.8%)	
	Coarse	Fine	Coarse	Medium	Fine		
(0.0%)	(10.0%)	(24.8%)	(7.9%)	(14.0%)	(24.4%)	Silt	Clay

Grading: ASTM C 136, ASTM C 117

Date Tested:
Tested By:

Sieve Size	% Passing	Limits
1¾in	100	
1in	90	
¾in	90	
½in	77	
3/8in	74	
No.4	65	
No.8	59	
No.16	53	
No.30	47	
No.50	39	
No.100	29	
No.200	19	

D85: 16.1739 **D60:** 2.6518 **D50:** 0.8414
D30: 0.1608 **D15:** N/A **D10:** N/A

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GeoTek - Boise
320 Corporate Drive, Suite #300
Meridian, ID 83642
Phone: (208) 888-7010
Fax: (208) 888-7924

Material Test Report

Report No: MAT:24-00588-S02

Client: Ardurra Group
332 Broadmore Way
Nampa ID 83687

CC:

Project: 2757-ID
Ustick Road Pavement Evaluation

THIS DOCUMENT SHALL NOT BE REPRODUCED EXCEPT IN FULL

Sample Details

Sample ID	24-00588-S02
Date Sampled	7/3/2024
Specification	General Sieve Set
Sampled By	Kyle Miley
Location	B-9, 3.0'-4.0'

Other Test Results

Description	Method	Result	Limits
Group Symbol	ASTM D 2487	SM	
Group Name		Silty sand with gravel	
Approximate maximum grain size	ASTM D 4318		
Material retained on 425µm (No. 40) (%)			
Method of Removal			
Grooving Tool Type			
Specimen preparation method			
Drying Method			
Special selection process			
Rolling Method for PL		Hand	
As Received Water Content (%)			
Liquid Limit Device Type		Manual	
Liquid Limit		N/A	
Plastic Limit		NP	
Plasticity Index		NP	
Liquid Limit Procedure		Multipoint (A)	

Comments

NP = Non Plastic

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APPENDIX D

Pavement Design (Reconstruct)

Traffic Index General Guideline	
Parking and Drives - No Truck Access	6
Truck Access	8
Heavy Truck Access	10

(Set)	**Traffic Index:**	8	
(Set)	**R-Value (Use 60 as Max.)**	20	
	Design Thickness Equation = T = 0.0032(T.I.)(100-R) = GE1		
	Total Design Gravel Equivalent (GE1)	2.048	Feet

Design Type Two (Asphalt + Gravel + Pit Run)

	Asphalt Mat Thickness (GE=1.95)			
(Set)	Asphalt Thickness Desired =	**3.00 Inches**		0.25 Feet
	GE2 = Asphalt (Gravel Equivalent)			
	GE2 = (GE of 1.95) x (Asphalt Thickness)	0.4875	Feet	
	Gravel Leveling Course (GE = 1.10)			
(Set)	Gravel Thickness Desired =	**6.00 Inches**		0.5 Feet
	GE3 = Gravel (Gravel Equivalent)			
	GE3 = (GE of 1.10) x (Gravel Thickness)	0.55		
	Pit Run Base Course (GE = 1.00)			
	GE4 = Pit Run (Gravel Equivalent)			
	GE4 = GE1 - (GE2+GE3)	1.0105		
	GE4/1	1.0105	Feet =	**13.00 Inches**

Pavement Design (Full-Depth Reclamation)

Traffic Index General Guideline	
Parking and Drives - No Truck Access	6
Truck Access	8
Heavy Truck Access	10

(Set)	**Traffic Index:**	8	
(Set)	**R-Value (Use 60 as Max.)**	20	
	Design Thickness Equation = T = 0.0032(T.I.)(100-R) = GE1		
	Total Design Gravel Equivalent (GE1)	2.048	Feet

Design Type Two (Asphalt + Gravel + Pulverized Base)

	Asphalt Mat Thickness (GE=1.95)			
(Set)	Asphalt Thickness Desired =	**3.00 Inches**		0.25 Feet
	GE2 = Asphalt (Gravel Equivalent)			
	GE2 = (GE of 1.95) x (Asphalt Thickness)	0.4875	Feet	
	Gravel Leveling Course (GE = 1.10)			
(Set)	Gravel Thickness Desired =	**6.00 Inches**		0.5 Feet
	GE3 = Gravel (Gravel Equivalent)			
	GE3 = (GE of 1.10) x (Gravel Thickness)	0.55		
	Pulverized Base (GE = 1.25)			
	GE4 = Pulverized Base (Gravel Equivalent)			
	GE4 = GE1 - (GE2+GE3)	1.0105		
	GE4/1.25	0.8084	Feet =	**10.00 Inches**