

EXECUTIVE SUMMARY
BRENNAN TRAIL EXTENSION AND PEDESTRIAN BRIDGE PROJECT
BID ACCEPTANCE

To: Mayor Mark Dahlquist and City Council Members
From: Skyler Allen, Senior Engineer
Mariela Mejia, Project Manager
Date: Meeting Date – October 1, 2026
Re: Brennan Trail Extension and Pedestrian Bridge Project Bid Acceptance

REQUEST

Staff recommends that City Council approve the lowest responsive bid, award the project, and authorize the Mayor to execute the Contract Agreement between JM Concrete, Inc and the City of Pocatello for the Brennan Trail Extension and Pedestrian Bridge project, subject to Legal Department review. The match for this project is 7.34%. Funding has been allocated through the Portneuf Greenway Foundation to cover the expenses. The city has no funding obligation regarding construction of the project.

BACKGROUND

In 2024, the City initiated the Brennan Trail Extension and Pedestrian Bridge project No. A023(905) design phase. The scope of the project is to construct a multi-use pathway along the western side of the North Main Extension and an accompanying pedestrian bridge across the Portneuf River. A pedestrian bridge would be constructed adjacent to the roadway bridge to connect the extended Brennan Path with the Millward Mile Path and Sacagawea Park.

The City solicited bids for the Brennan Trail Extension and Pedestrian Bridge project on August 21, 2026. Bids were opened for the project on September 16, 2026, with the following results:

Stapp Construction, Inc.	Salt Lake City, UT	\$770,724.55
Action Excavation, LLC	Driggs, ID	\$1,051,952.80
Cannon Builders, Inc	Blackfoot, ID	\$552,519.40
Morris Construction, LLC	Inkom, ID	\$895,521.83
JM Concrete, Inc	Idaho Falls, ID	\$521,268.00
RS Jobber, Inc	Pocatello, ID	\$786,957.50

JM Concrete, Inc is the apparent lowest responsive bidder. The bid is awarded based on the unit pricing provided for a total contract amount \$521,268.00.

STAFF RECOMMENDATION

Staff recommends that City Council accept the lowest responsive bid, award the project, and authorize the Mayor to execute the Contract Agreement between JM Concrete, Inc., and the City of Pocatello for the Brennan Trail Extension and Pedestrian Bridge project.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: September 22, 2026
Re: Bid Award for Brennan Trail Extension and Pedestrian Bridge

I have reviewed the above referenced documents and have no legal concerns with Council awarding the bid to JM Concrete, Inc., and authorizing the Mayor to sign all documents associated with the execution of this contract.

Contract Documents & Specifications

CITY OF POCA TELLO BRENNAN TRAIL EXTENSION AND PEDESTRIAN BRIDGE

July 2026 | Project No. A023(905)



PREPARED BY



305 NORTH 3rd AVENUE
SUITE A
POCA TELLO, ID 83201
208-238-2146

PREPARED FOR



911 N 7TH AVE
POCA TELLO, ID 83201
208-234-6163



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NOTE: SECTIONS MARKED WITH "*" MUST BE ATTACHED TO THE BID SUBMITTAL.

ADVERTISEMENT FOR BIDS

**CITY OF POCATELLO
BRENNAN TRAIL EXTENSION AND PEDESTRIAN BRIDGE**

The City of Pocatello (Owner) is requesting Bids for the construction of the following project:

Brennan Trail Extension and Pedestrian Bridge Project

Sealed Bids for the construction of the Brennan Trail Extension and Pedestrian Bridge will be received at the **Pocatello City Hall** located at **911 N. 7th Avenue, Pocatello, ID 83201**, until **1:00 PM local time on Sept 16, 2026**, at which time the Bids received will be publicly opened and read in the Council Chambers at City Hall.

The City of Pocatello has secured funding for this project which consists of constructing a pedestrian bridge across the Portneuf River in Pocatello to connect the Brennan Trail with the existing city trail system to the west. The project scope includes construction of a new multi-use pathway connection and pedestrian bridge crossing of the Portneuf River. Major work items include approximately 540 linear feet of 10-foot-wide asphalt pathway, a 118-foot prefabricated steel truss pedestrian bridge with concrete abutments supported on driven steel H-piles, structural excavation and backfill, riprap and erosion control installation, clearing and grubbing, pathway grading, traffic control, seeding and revegetation, and all related appurtenant work necessary to complete the project.

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

<https://pocatello.gov/Bids.aspx>

Bidding documents may be downloaded from the designated website. Prospective bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website. After **Sept 11, 2026**, at **12:00 noon** local time, no more questions will be received and no further addenda will be issued.

The Issuing Office for the Bidding Documents is:

**City of Pocatello, Engineering Department
911 N. 7th Ave, Pocatello, ID 83201**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00am to 5:00pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

No pre-bid conference will be conducted.

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, or cashier's check in the amount of 5% of the amount of the bid proposal. Said bid security shall be forfeited to the City of Pocatello as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

The City of Pocatello reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the City of Pocatello. Section 3, minority – and women – owned businesses are especially encouraged to apply, as are businesses located within the City's municipal boundaries. The City of Pocatello offers a preference for documented Section 3 businesses or individuals on this project. Forms for certification as a Section 3 business or individual can be obtained by calling 208-234-6186.

This Advertisement is issued by:

Owner: City of Pocatello



Skyler Allen, PE Senior Engineer

Komi R. Kandell, City Clerk

Dates Advertised: August 21, 2026 and September 4, 2026.

++ END OF ADVERTISEMENT FOR BIDS ++

INSTRUCTIONS TO BIDDERS

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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.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement for bids.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 7 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number, if applicable.
 - C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. The Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional land 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.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - 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.
4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of

the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder 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.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain and pay for 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.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the General 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 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- E. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- F. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- G. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- H. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

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

ARTICLE 7 – BID SECURITY

- 7.01 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 certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 7.02 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 Documents, 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

Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

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

ARTICLE 8 – CONTRACT TIMES

- 8.01 Refer to the ITD Special Provisions for Contract Time details.

ARTICLE 9 – LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for payment, are set forth in the ITD Special Provisions

ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be based on materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder set forth in its Bid shall 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 shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid. **Contractor will complete ITD-315 forms for each of the subcontracts on the project. The Contractor must also follow the requirements of the FHWA 1273 (included in this bid packet) and must include the FHWA 1273 in every subcontract.**
- 11.02 Per Idaho Code 67-2310, Bidder shall include in their bid the name(s), address(ess), and Idaho Public Works Contractors License number(s) of the Subcontractors who will, in the event the Bidder secures the Contract, subcontract the earthwork, asphalt, or concrete 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 00 44 00.

- 11.03 After the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 11.04 The apparent Successful Bidder, and any other Bidder requested, shall within five days after Bid opening submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work:
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall 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.
- 11.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initiated in ink by the person signing the Bid Form. A Bid price shall 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 A Bid by a corporation shall 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 shall be shown.
- 12.03 A Bid by a limited liability company shall 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 shall be shown.
- 12.04 A Bid by an individual shall show the Bidder's name and official address.

- 12.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.06 All names shall be printed in ink below the signatures.
- 12.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

13.01 *Unit Price & Lump Sum Basis*

- A. Bidders shall 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.

13.02 *Allowances*

- A. For cash allowances the Bid price shall 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 With each copy of the Bidding Documents, a Bidder is furnished 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 7 of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement for bids and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the

Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall 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 A 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 14.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 Refer to Idaho Code Sections 54-1904a, 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 for bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period 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 will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. 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, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 18.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on 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.
- 18.04 The purchase of construction services shall be made pursuant of Idaho Statute tile 67, Chapter 28. The acquisition of construction services must be subject to a competitive bidding process made by a qualified public works contractor submitting the lowest bid price complying with 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 bid responsible 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 and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 20 – SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall 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 shall 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 ten days thereafter, Owner shall 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 – STATE AND IDAHO STATUTORY PROVISIONS

- 21.01 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 contractor 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

BRENNAN TRAIL EXTENSION AND PEDESTRIAN BRIDGE

KEY NUMBER: 23905

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Pocatello

911 N 7th Ave

Pocatello, ID 83201

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>None</u>	

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “Fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
107-019A	SURVEY MONUMENT PRESERVATION	CA	2000		\$2,000.00
201-005A	CLEARING AND GRUBBING	ACRE	0.39	10,000	\$3,900.00
202-005A	SELECTIVE REMOVAL OF TREES INCLUDING STUMPS	EA	2	250	\$500.00
203-006A	REMOVAL OF SIGN	EA	1	250	250.00
203-015A	REMOVAL OF BITUMINOUS SURFACE	SY	317.3	10	3,173.00
203-025A	REMOVAL OF CATCH BASIN	EA	1	250	250.00
203-075A	REMOVAL OF FENCE	FT	94	10	940.00
203-123A	REMOVAL OF MISCELLANEOUS ITEMS (PIPE)	FT	45	10	450.00
205-005A	EXCAVATION	CY	35	50	1,750.00
205-040A	GRANULAR BORROW	CY	1000	30	30,000.00
210-005A	STRUCTURAL EXCAVATION SCHEDULE NO. 1	CY	31	50	1,550.00
210-015A	COMPACTING BACKFILL	CY	31	50	1,550.00
212-011A	FIBER WATTLE	FT	371	10	3,710.00
212-020A	SILT FENCE	FT	468	10	4,680.00
213-010A	TOPSOIL	SY	1056.3	30	31,689.00
303-022A	¾" AGGREGATE TYPE B FOR BASE	TON	178.5	30	5,355.00
405-435A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-3	TON	66.7	200.00	13,340.00
502-065A	CONCRETE CLASS 40 AF	CY	16.6	2,000.00	33,200.00
503-020A	EPOXY COATED METAL REINFORCEMENT	LB	2883	2.00	5,766.00
505-030A	PROVIDE & DRIVE STEEL H PILE (12X74)	FT	128	350.00	44,800.00
505-185A	PROVIDE & DRIVE TEST PILES (HP-12X74)	FT	96	350.00	33,600.00
521-005A	DYNAMIC PILE TESTING	EA	2	2,500	5,000
521-010A	CAPWAY ANALYSIS	EA	4	2,000	8,000
574-005A	ANTI-GRAFFITI COATING	SF	286	20.00	5,720.00
621-005A	SEED BED PREPARATION	ACRE	0.22	5,000.00	1,100
621-010A	SEEDING	ACREA	0.22	5,000.00	1,100

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
621-015A	MULCHING	ACRE	0.44	2,500	1,100
621-025A	MULCH ANCHORING (TACKIFIER)	ACRE	0.44	2,500	1,100
621-035A	FERTILIZING	ACRE	0.22	5,000	1,100
624-005A	LOOSE RIPRAP	CY	79	100	7,900
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	SF	66	50	3,300
626-040A	BARRICADE TYPE 3	EA	3	250	750
626-050A	DRUMS	EA	6	250	1,500
626-105A	TEMPORARY TRAFFIC CONTROL MAINTENANCE	HR	110	40	4,400
640-010A	RIPRAP/EROSION CONTROL GEOTEXTILE	SY	149	5	745.
675-005A	SURVEY	LS	1	10,000	10,000
S501-25A	SP. BRIDGE – PREENGINEERED STEEL BRIDGE	LS	1	175,000	175,000
S900-50A	CONTINGENCY AMOUNT – MISCELLANEOUS WORK	CA	5000	\$1.00	\$5,000.00
Z629-05A	MOBILIZATION	LS	1	66,000	66,000
Total of All Unit Price and Lump Sum Bid Items					\$ 521,268.00

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

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ Five hundred
twenty one thousand two hundred sixty eight dollars

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates shown in the ITD Special Provisions.
- 6.02 Bidder accepts the provisions of the ITD Special Provisions as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid Security/Bid Bond;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- E. Contractor's License No.: PWC-C-16464-J-4
- F. Required Bidder Qualification Statement with supporting data; and
- G. **Affidavit for Payment or Securement of Taxes Form**
- H. **Non-Collusion Affidavit**
- I. **Bidder's Drug-Free Workplace Affidavit**
- J. **2025 Buy American Insert**
- K. **General Wage Decision**
- L. **Prompt Payment**

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

JM Concrete Inc.

By:

[Signature]

Justin Miller

[Printed name]

Justin Miller

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Valerie Miller

[Printed name]

Valerie Miller

Title:

Secretary

Submittal Date:

9/14/2026

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Address for giving notices:

1160 Jones Street
Idaho Falls, ID
83401

Telephone Number: 208-584-6811

Fax Number: N/A

Contact Name and e-mail address: Justin Miller

jm-conc@hotmail.com

Bidder's License No.: PWC-C-16464-U-4
(where applicable)

BID BOND

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

BIDDER (Name and Address):

JM Concrete, Inc.
1160 Jones Street
Idaho Falls, ID 83401

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

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER (Name and Address):

City of Pocatello
911 N 7th Ave
Pocatello, ID 83201

BID

Bid Due Date: 09-16-2026

Description: The Project consists of constructing a pedestrian bridge across the Portneuf River in Pocatello to connect the Brennan Trail with the existing city trail system to the west.

BOND

Bond Number: None

Date: 09-16-2026

Penal sum Five percent of amount of bid \$ 5%
(Words) (Figures)

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

BIDDER

JM Concrete, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

SURETY

Philadelphia Indemnity Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Angela Anderson

Print Name

Attorney-in-Fact

Title

Attest:

Signature



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215345-977447**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela Anderson; Benjamin Rydalc; Bradley K. Nielson; Douglas G. Ball; Edward Howard; Natalie L. Bell

all of the city of Idaho Falls state of ID each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary, to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14 day of September, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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.

[illegible]

Non-Collusion Affidavit

State of IDAHO
County of BONNEVILLE) SS
Bid for JM Concrete Inc., being first duly
sworn, deposes, and says that he is President [sole owner, a
partner, president, secretary, etc.] of, JM Concrete Inc.
[Bidder],

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



Signed: [Signature]

Title: President

Subscribed and sworn to before me this 16
day of SEPTEMBER, 2026

Notary Public [Signature]

State of IDAHO

My Commission Expires 5/23/2030

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF IDAHO BONNEVILLE
COUNTY OF BONNEVILLE

The undersigned being duly sworn upon oath, deposes and says that JM Concrete complies
(Contractor Name)

With the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that
JM Concrete provides a drug-free workplace program that complies with the provisions of
(Contractor Name)

Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state
construction contract and that JM Concrete shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Code, Section 72-1717(1)(a).

Name of Contractor JM Concrete Inc.

Address 1160 Jones Street, Idaho Falls, ID, 83401

By [Signature]

(Signature)

Subscribed and sworn to before me this 16 day of SEPT, 2026



Notary Public for [Signature]
Residing at BONNEVILLE COUNTY
My Commission Expires 5/23/2030

THIS PAGE MUST BE RETURNED COMPLETED WITH YOUR BID DOCUMENT

**AFFIDAVIT OF PAYMENT OR SECUREMENT
OF ALL TAXES FORM**

STATE OF IDAHO

County of BONNEVILLE

The Contractor, JM Concrete Inc., being first duly sworn, on oath
deposes and says that they are in conformance with Idaho Code 63-1502; that they are authorized to do
business in the State of Idaho and that they can furnish satisfactory evidence that they have paid or
secured to the satisfaction of the respective taxing units all taxes for which they or their property is
liable, now due or delinquent, including assessments, excises and license fees levied by the State of
Idaho or any taxing unit within the State of Idaho.

DATED this 16 day of SEPTEMBER, 20 26.

SUBSCRIBED AND SWORN to me this 16 day of SEPT, 20 26.



Notary Public for [Signature]

Residing at BONNEVILLE COUNTY

Commission Expires 5/23/2030

Prompt Payment

CONTRACTOR'S AFFIDAVIT CONCERNING PROMPT PAYMENT OF SUB-CONTRACTORS

48 CFR 52.232 Sections 25-27

The undersigned being duly sworn upon oath, deposes and says that JM Concrete (Bidder) will comply with 48 CFR 52.232 Sections 25-27 that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractors.

The retainage of this project will not be paid to the prime contractor until all of the subcontractors have signed a "Subcontractor Confirmation of Prompt Payment" form upon substantial completion of the project, verifying the prime contractor followed the guidelines of 68 FR 35553.

JM Concrete Inc. Name of Contractor

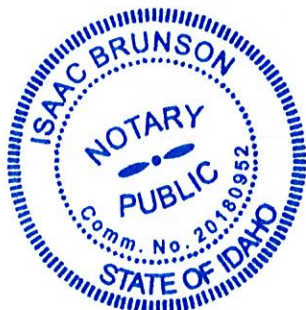
1160 Jones Street, Idaho Falls, ID, 83401 Address

JM Signed by

A023(905) Key Number

Brennan Trail Extension + Pedestrian Bridge Project Name

Subscribed and sworn to before me this 16 day of SEPT, 2026.



Notary Public for JM

Residing at Boise, ID

My Commission Expires 5/23/2030

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS



Request To Subcontract or Sub-Subcontract

Idaho Transportation Department

ITD 0315 (Rev. 07-24)

itd.idaho.gov

See Instructions on page 2

Request Type: ☐ Subcontract ☐ Sub-Subcontract Date _____ Request Number _____

Key Number 23905	Project Number A023(905)	Location		Contract Number		District
Resident Engineer's Name			Address			
Prime Contractor's Name						
Address		City		State	Zip	
Subcontractor's Name		License Number	UEI Number	DBE ☐	On Bidders List ☐	
Address		City		State	Zip	
Sub-Subcontractor's Name		License Number	UEI Number	DBE ☐	On Bidders List ☐	
Address		City		State	Zip	

Contract Item No.	Contract Quantity	Contract Item Description	Contract Unit Bid Price	Split Item Unit Price	Total Amount of Item

Total Sub-Subcontract and/or Specialty Items \$ _____ (Do not include this amount in any other totals)

Total Amount of This Request \$ _____

Total Contract Amount (Less Specialty Items) \$ _____

This Request's Percentage of Total Contract _____ %

Amount of Previous Requests \$ _____

Total Amount Subcontracted to Date (Include this request) \$ _____

Percentage Total Subcontracted is of Total Contract Amount _____ %

Contractor's Statement and Acknowledgment

The prime contractor on the contract above, whose signature appears below, certifies that the following provisions of this contract will be physically incorporated into and made a part of the Subcontract Agreement and that the Agreement will be submitted to the Resident Engineer for review, as well as made available for compliance reviews by Idaho Transportation Department personnel.

Check all applicable contract provisions as listed in the contract requirements.

- | | |
|---|--|
| ☐ U.S. DOT form FHWA-1273 | ☐ Training Special Provisions |
| ☐ Department of Labor Wage Determination | ☐ TERO Special Provisions |
| ☐ State Aid Special Provision (SP-SA) | ☐ Title VI Special Provisions |
| ☐ Other (List all that apply) | |

The total dollar value of the Subcontract or Sub-subcontract is \$ _____

Prime Contractor's Printed Name	Title	Signature	Date

The subcontractor whose signature appears below acknowledges his/her responsibility under the subcontract for including the provisions above in any lower tier subcontract awarded by him/her (required only for sub-subcontracts).

Subcontractor's Printed Name	Title	Signature	Date

Request Checked and Approved By (Resident Engineer's Signature)	Date

Instructions to Contractor

1. If the prime contractor is requesting to subcontract, check the box next to Subcontract. If the Subcontractor is requesting to sub-subcontract, check the box next to Sub-Subcontract.
2. Enter the name and address of the Resident Engineer having jurisdiction over the project.
3. The Subcontractor or Sub-Subcontractor's name and address must be the same as shown on the state license.
4. Check the DBE box only if the Subcontractor or Sub-Subcontractor is certified as DBE with the Idaho Transportation Department. If DBE goals have not been met, the good faith effort to obtain DBE participation must accompany this request.
5. Check the box for On Bidders List if the Contractor is currently on the Idaho Transportation Department's bidders list. The list can be found at: [ITD Bidders List](#).
6. Enter the Public Works License number. (effective July 1, 2024, Public Works License required for work \$100,000.00 or more)
7. Enter the UEI (Unique Entity Identifier) number.
8. Use the Contract Item Numbers and Descriptions as shown in the Contract.
9. Complete the "Split Item Unit Price" column only if splitting the item(s) is allowed. Contact the Resident Engineer for information concerning permissible bid item splitting and for determining the Split item Unit Price. When splitting an item, including a specialty item, a description of the work being split out of the item must appear in the "Contract Item Description" column.
10. When only "Specialty Items" are listed, or when using this form only for a Sub-Subcontract, leave blank all total and percentage lines below "Total Sub-Subcontract and/or Specialty Items".

11. Carry percentages to two decimal places. Be certain the figures are accurate before submitting the request.
12. The Contractor's Statement and Acknowledgment section must be completed and signed.
13. All copies of this form must be signed and submitted by the Prime Contractor. Submit the original to the Resident Engineer.

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Pocatello	Owner's Contract No.:	A023(905)
Engineer:	Keller Associates	Engineer's Project No.:	222207-015
Project:	Brennan Trail Extension and Pedestrian Bridge	Contract Name:	Brennan Trail Extension and Pedestrian Bridge
Bidder:	JM Concrete, Inc.		
Bidder's Address:	1160 Jones Street. Idaho Falls, ID 83401		

TO BIDDER:

You are notified that Owner has accepted your Bid dated [September 16, 2026_] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Constructing a pedestrian bridge across the Portneuf River in Pocatello to connect the Brennan Trail with the existing city trail system to the west. The Project scope includes construction of a new multi-pathway connection and pedestrian bridge crossing of the Portneuf River.

The Contract Price of the awarded Contract is: \$ 521,268.00 *[note if subject to unit prices, or cost-plus]*

[] 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. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the 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 [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

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

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

Owner: City of Pocatello
Authorized Signature:

By:

Title:

Copy: Engineer

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

THIS AGREEMENT is by and between City of Pocatello ("Owner") and
JM Concrete, Inc ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Constructing a pedestrian bridge across the Portneuf River in Pocatello to connect the Brennan Trail with the existing city trail system to the west.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Keller Associates.
- 3.02 The Owner has retained Keller Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Refer to the ITD Special Provisions for Contract Time Details.
- 4.02 Refer to the ITD Special Provisions for Liquidated Damages Details.

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 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
107-019A	SURVEY MONUMENT PRESERVATION	CA	2000		
201-005A	CLEARING AND GRUBBING	ACRE	0.39		
202-005A	SELECTIVE REMOVAL OF TREES INCLUDING STUMPS	EA	2		
203-006A	REMOVAL OF SIGN	EA	1		
203-015A	REMOVAL OF BITUMINOUS SURFACE	SY	317.3		
203-025A	REMOVAL OF CATCH BASIN	EA	1		
203-075A	REMOVAL OF FENCE	FT	94		
203-123A	REMOVAL OF MISCELLANEOUS ITEMS (PIPE)	FT	45		
205-005A	EXCAVATION	CY	35		
205-040A	GRANULAR BORROW	CY	1000		
210-005A	STRUCTURAL EXCAVATION SCHEDULE NO. 1	CY	31		
210-015A	COMPACTING BACKFILL	CY	31		
212-011A	FIBER WATTLE	FT	371		
212-020A	SILT FENCE	FT	468		
213-010A	TOPSOIL	SY	1056.3		
303-022A	¾" AGGREGATE TYPE B FOR BASE	TON	178.5		
405-435A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-3	TON	66.7		
502-065A	CONCRETE CLASS 40 AF	CY	16.6		
503-020A	EPOXY COATED METAL REINFORCEMENT	LB	2883		
505-030A	PROVIDE & DRIVE STEEL H PILE (12X74)	FT	128		
505-185A	PROVIDE & DRIVE TEST PILES (HP-12X74)	FT	96		
521-005A	DYNAMIC PILE TESTING	EA	2		
521-010A	CAPWAY ANALYSIS	EA	4		
574-005A	ANTI-GRAFFITI COATING	SF	286		
621-005A	SEED BED PREPARATION	ACRE	0.22		
621-010A	SEEDING	ACRE A	0.22		

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
621-015A	MULCHING	ACRE	0.44		
621-025A	MULCH ANCHORING (TACKIFIER)	ACRE	0.44		
621-035A	FERTILIZING	ACRE	0.22		
624-005A	LOOSE RIPRAP	CY	79		
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	SF	66		
626-040A	BARRICADE TYPE 3	EA	3		
626-050A	DRUMS	EA	6		
626-105A	TEMPORARY TRAFFIC CONTROL MAINTENANCE	HR	110		
640-010A	RIPRAP/EROSION CONTROL GEOTEXTILE	SY	149		
675-005A	SURVEY	LS	1		
S501-25A	SP BRIDGE – PREENGINEERED STEEL BRIDGE	LS	1		
S900-50A	CONTINGENCY AMOUNT – MISCELLANEOUS WORK	CA	5000	\$1.00	\$5,000.00
Z629-05A	MOBILIZATION	LS	1		
Total of all Extended Prices for Unit Price and Lump Sum 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.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$ 521,268.00.

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 account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of **6.0** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 To induce Owner to enter this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. 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.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Naming of Subcontractors Form.
 - 3. Request to Subcontract Form.
 - 4. Performance bond.
 - 5. Payment bond.
 - 6. Affidavit of Payment or Securement of Taxes Form.
 - 7. General Conditions.
 - 8. Supplementary Conditions.
 - 9. Transportation Alternative Program (TAP) Inserts.
 - a. DBE Special Provisions.
 - b. EEO Special Provisions.
 - c. Non-Collusion Affidavit.
 - d. Drug Free Workplace Affidavit.
 - e. 2025Buy America Insert.
 - f. Title VI Inclusions.
 - g. FHWA-1273 (Federal-Aid Contract Provisions).
 - h. General Wage Decision.

- i. Prompt Payment.
- 10. Minimum Testing Requirements (MTR's).
- 11. Permits and Reports.
 - a. Geotechnical Investigation Report.
 - b. Determination of Significance and Effect.
 - c. Hydraulics Report.
 - d. Archaeological and Historic Report.
- 12. Special Provisions (Specifications reference for the 2023 ITD Specifications & Construction Manual, and the ITD 2025 Supplementals).
- 13. Drawings (Bound Separately).
- 14. Addenda (If needed).
- 15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice of Award.
 - b. Notice to Proceed.
 - c. Application for Payment.
 - d. Certificate of Substantial Completion.
 - e. Field Orders.
 - f. Work Change Directives.
 - g. Change Orders.
 - h. Pollution Prevention Plan (PPP) Template

The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- B. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, 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 Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each bind 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.

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and all modifications to the General Conditions are outlined in the Supplementary Conditions.

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

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

1.

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

NOTICE TO PROCEED

Owner:	City of Pocatello	Owner's Contract No.:	A023(905)
Contractor:	JM Concrete, Inc.	Contractor's Project No.:	
Engineer:	Keller Associates	Engineer's Project No.:	222207-015
Project:	Brennan Trail Extension and Pedestrian Bridge	Contract Name:	Brennan Trail Extension and Pedestrian Bridge
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [], 20[]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

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

N/A.

Owner: **City of Pocatello**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BONDCONTRACTOR *(name and address):*

JM Concrete, Inc

SURETY *(name and address of principal place of business):*OWNER *(name and address):*

City of Pocatello
911 N 7th Ave
Pocatello, Id 83201

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: ***The Project consists of constructing a pedestrian bridge across the Portneuf River in Pocatello to connect the Brennan Trail with the existing city trail system to the west.***

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL**SURETY**

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Modified from EJCDC® C-610, Performance Bond

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and American Society of Civil Engineers. All rights reserved. 00 61 13.13 – Page 1 of 2

Attest: _____
Signature

Attest: _____
Signature

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 shall be considered plural where applicable.

PAYMENT BONDCONTRACTOR *(name and address):*

JM Concrete, Inc

SURETY *(name and address of principal place of business):*OWNER *(name and address):*

City of Pocatello
911 N 7th Ave
Pocatello, ID 83201

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: ***The Project consists of constructing a pedestrian bridge across the Portneuf River in Pocatello to connect the Brennan Trail with the existing city trail system to the west.***

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL**SURETY**

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

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 shall be considered plural where applicable.

Contractor's Application for Payment

Owner: <u>City of Pocatello</u>	Owner's Project No.: <u>A023(905)</u>
Engineer: <u>Keller Associates</u>	Engineer's Project No.: <u>222207-015</u>
Contractor: _____	Contractor's Project No.: _____
Project: <u>Brennan Trail Extension and Pedestrian Bridge</u>	
Contract: <u>Brennan Trail Extension and Pedestrian Bridge</u>	
Application No.: _____ Application Date: _____	
Application Period: From _____ to _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X <u>\$</u> - Work Completed	\$	-
b. _____ X <u>\$</u> - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____	
Signature: _____	Date: _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Pocatello	Owner's Project No.:	A023(905)
Engineer:	Keller Associates	Engineer's Project No.:	222207-015
Contractor:		Contractor's Project No.:	
Project:	Brennan Trail Extension and Pedestrian Bridge		
Contract:	Brennan Trail Extension and Pedestrian Bridge		

Application No.:		Application Period:		From		to		Application Date:			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Pocatello	Owner's Project No.:	A023(905)
Engineer:	Keller Associates	Engineer's Project No.:	222207-015
Contractor:		Contractor's Project No.:	
Project:	Brennan Trail Extension and Pedestrian Bridge		
Contract:	Brennan Trail Extension and Pedestrian Bridge		

Application No.:		Application Period:		From		to		Application Date:			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Pocatello	Owner's Contract No.:	A023(905)
Contractor:		Contractor's Project No.:	
Engineer:	Keller Associates	Engineer's Project No.:	222207-015
Project:	Brennan Trail Extension and Pedestrian Bridge	Contract Name:	Brennan Trail Extension and Pedestrian Bridge

This [preliminary] [final] Certificate of Substantial Completion applies to:

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

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the 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.

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 shall be as provided in the Contract, except as amended as follows: *[Note: 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.]*

Amendments to Owner's
responsibilities:

☐ None
☐ As follows

Amendments to
Contractor's
responsibilities:

☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Field Order No. _____

Date of Issuance:	Effective Date:		
Owner: City of Pocatello	Owner's Contract No.:	A023(905)	
Contractor:	Contractor's Project No.:		
Engineer: Keller Associates	Engineer's Project No.:	222207-015	
Project: Brennan Trail Extension and Pedestrian Bridge	Contract Name:	Brennan Trail Extension and Pedestrian Bridge	

The Contractor is hereby directed to promptly execute this Field Order, issued under General Conditions Paragraph 11.01, for minor changes in the Work that do not affect the Contract Price or Contract Times. If the Contractor believes a change to the Contract Price or Contract Times is necessary, a Change Proposal must be submitted before proceeding with this Work.

Reference: _____
Specification(s) Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

Work Change Directive No.

Date of Issuance:

Effective Date:

Owner: City of Pocatello

Owner's Contract No.: A023(905)

Contractor:

Contractor's Project No.:

Engineer: Keller Associates

Engineer's Project No.: 222207-015

Project: Brennan Trail Extension and
Pedestrian BridgeContract Name: Brennan Trail Extension and
Pedestrian Bridge

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

Description:

Attachments: *[List documents supporting change]***Purpose for Work Change Directive:**Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*☐ Non-agreement on pricing of proposed change.☐ Necessity to proceed for schedule or other Project reasons.**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:☐ Lump Sum☐ Unit Price☐ Cost of the Work☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

Engineer
(Authorized Signature)

By:

Owner
(Authorized Signature)

By:

Contractor
(Authorized Signature)

Title:

Title:

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Change Order No. _____

Date of Issuance:		Effective Date:	
Owner:	City of Pocatello	Owner's Contract No.:	A023(905)
Contractor:		Contractor's Project No.:	
Engineer:	Keller Associates	Engineer's Project No.:	22207-015
Project:	Brennan Trail Extension and Pedestrian Bridge	Contract Name:	Brennan Trail Extension and Pedestrian Bridge

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

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times:
\$ _____	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:
\$ _____	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ _____	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ _____	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ _____	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____			
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title: _____	Title: _____			
Date: _____	Date: _____	Date: _____			
Approved by Funding Agency (if applicable)					
By: _____	Date: _____				
Title: _____					

**AFFIDAVIT OF PAYMENT OR SECUREMENT
OF ALL TAXES FORM**

STATE OF _____

County of _____

The Contractor, _____, being first duly sworn, on oath
deposes and says that they are in conformance with Idaho Code 63-1502; that they are authorized to do
business in the State of Idaho and that they can furnish satisfactory evidence that they have paid or
secured to the satisfaction of the respective taxing units all taxes for which they or their property is
liable, now due or delinquent, including assessments, excises and license fees levied by the State of
Idaho or any taxing unit within the State of Idaho.

DATED this _____ day of _____, 20____.

SUBSCRIBED AND SWORN to me this ____ day of _____, 20____.

Notary Public for _____

Residing at _____

Commission Expires _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**1.01 Defined Terms**

- A. Wherever used in the Bidding Requirements or Contract Documents, 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 form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *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, or both; 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, or both; 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; or (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. 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), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree 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 the 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. *Engineer*—The individual or entity named as such in the Agreement.
21. *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.
22. *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. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *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.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *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.
28. *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.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *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.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *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.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *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.

36. *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.
37. *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 furnished by Owner which are designated for the use of Contractor.
38. *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. *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.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

- 46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 47. *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.
- 48. *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 the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
 - 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*:
 - 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*:
 - 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. 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. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), 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 executed 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 specifically 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 *Initial Acceptance of Schedules*

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

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items 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 items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall 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.

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, shall mean 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, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the 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 Documents 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 Documents 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 shall 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 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 thereunder.
- 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 give written notice to Owner and Contractor 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 editions, 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 shall preclude 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 thirtieth 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 sixtieth day after the day of Bid opening or the thirtieth 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 shall 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 shall 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 shall 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 the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 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. Contractor's entitlement to an adjustment of the Contract Times is

conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall 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 utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. 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.
- E. Paragraph 8.03 governs 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.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times 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.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- 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; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, 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 at law; 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 shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site 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 known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); 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 upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. 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; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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 either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 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 the necessity of Owner's obtaining 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 above; 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. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, 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 conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 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; or
 - 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 as 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, or both, then any such adjustment shall 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, or both, 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.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. 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 in the Contract Documents, or was not shown or indicated 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), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; 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 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. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, 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. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - 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;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. 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, or both, then any such adjustment shall 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, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. 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 Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. 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; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, 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.
- 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 or 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.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate 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 all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

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signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. 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.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

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. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements 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 and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements 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 and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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- E. 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, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of 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.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect 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 shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *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:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall 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, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. 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); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. 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.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *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. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both

ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

- H. *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 shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) 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 Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. 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.

6.05 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 full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. 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 may be provided through other insurance policies acceptable to Owner and Contractor.
 3. 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.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. 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).
 6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed 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.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- 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 notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* 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 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or

against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. 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 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 Subcontractors, all individuals or entities identified in the Supplementary Conditions as 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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial 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.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work 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 any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 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 6.05 shall 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, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, 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.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If

required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the 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 material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 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 shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment 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 material or equipment under the circumstances described below. To the extent possible such requests shall 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 material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.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 material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall 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 that specified, and
 - 3) be suited to the same use as that 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 that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall 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 shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities 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, Supplier, or other

individual or entity 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 five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. 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, Suppliers, or other individuals or entities 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, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, 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, Supplier, or other individual or entity, whether initially or as a replacement, shall 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 fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of 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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work 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 shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give 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 notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *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.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when 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.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor 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).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall 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.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

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 threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop

Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 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.D.
 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. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction 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 shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 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.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 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, shall 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, Sample, or other submittal shall 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.D.4.

E. *Resubmittal Procedures:*

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

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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work

that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. 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 shall 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 and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

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 utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

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 at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner 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, or both. 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 shall 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. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility

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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 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- 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. 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 to 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.
- C. 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 to Contractor.
- D. 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 shall 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 Documents (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 10.08. 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 *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 Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *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.

10.07 *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.

10.08 *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, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 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 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *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 (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**11.01 *Amending and Supplementing Contract Documents***

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not 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, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 2. *Work Change Directives:* 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 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 3. *Field Orders:* 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. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes 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 shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate 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.

11.03 *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.

11.04 *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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall 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); or
 - 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 11.04.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 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.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 five 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 shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall 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 will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. 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. The supporting data shall 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. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall 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.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *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 that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 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 11.02, (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 in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *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 shall be submitted 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; and
 - 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.
- 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 shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be incorporated in a Change Order 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. 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 shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns

from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as 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 shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 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. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

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 on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

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, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 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 will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

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 shall 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 shall 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 shall be at Contractor's

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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 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 shall 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 special 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, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, 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 shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

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 rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 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

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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 on account of 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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

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, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of 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 that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated 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;

- I. there are other items entitling 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 shall 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 shall be treated as an amount due as determined by Paragraph 15.01.C.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 seven 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 shall 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 seven 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 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 6.05 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 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall 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 disputes that Contractor believes are unsettled; 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 Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall 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. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. 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. *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.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- 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 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 terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then 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 other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced.

Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not 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, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall 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) ten 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) 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 seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; 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 on account of loss of anticipated overhead, profits, or revenue, 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 seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 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, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph 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; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising 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; or
 - 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 Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

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 shall not constitute a waiver of that provision, nor shall 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 or completion of the Contract or termination 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 *Headings*

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

SUPPLEMENTARY CONDITIONS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2 – PRELIMINARY MATTERS*SC-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 executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. 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 receiving receipt from Contractor of the executed 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 under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor [2] copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.04 Preconstruction Conference; Designation of Authorized Representatives

SC-2.04 Delete Paragraphs 2.04.A and 2.04.B in their entirety.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK*SC-4.01 Commencement of Contract Times; Notice to Proceed*

SC-4.01.A Delete 4.01 and replace with the following:

- A. The Contract Times will commence to run as specified in the ITD Special Provisions. Working Days are defined in the 2023 ITD Standard Specifications for Highway Construction.**

SC-4.03.A Delete 4.01 and replace with the following:

- A. The Drawings contain the reference points for 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. 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 professionally qualified personnel at the cost of the Contractor.

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 to one day of each lost day of work on the critical path caused by weather that exceeds the 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

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 *Subsurface and Physical Conditions*

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

- C.** The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1.** **Report dated** *[October 24, 2025, prepared by Atlas Technical Consultants, LLC, Pocatello, ID, entitled: “Geotechnical Investigation – Brennan Trail Extension Pedestrian Bridge”, consisting of 39 pages.]* **The Technical Data contained in such report upon whose accuracy Contractor may rely on are those indicated in the definition of Technical Data in the General Conditions.**

SC-5.06 *Hazardous Environmental Conditions*

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

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

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 *Performance, Payment, and Other Bonds*

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

- G.** ***Required Performance Bond Form:*** The performance bond that contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
- H.** ***Required Payment Bond Form:*** The payment bond that contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).

*SC-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.

*SC-6.03 Contractor's Liability Insurance***SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:**

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverage under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
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Federal, if applicable (e.g., Longshoreman's):	Statutory
--	-----------

Jones Act coverage, if applicable:

Bodily injury by accident, each accident	\$ 500,000
--	------------

Bodily injury by disease, aggregate	\$ 1,000,000
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Employer's Liability:

Bodily injury, each accident	\$ 500,000
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Bodily injury by disease, each employee	\$ 500,000
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Bodily injury/disease aggregate	\$ 1,000,000
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For work performed in monopolistic states,
stop-gap liability coverage shall be endorsed to
either the worker's compensation or
commercial general liability policy with a
minimum limit of:

\$ NOT APPLICABLE

Foreign voluntary worker compensation	Statutory
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2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ 2,000,000
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Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:	
Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>
Property Damage:	
Each accident	\$ <u>1,000,000</u>
4. Excess or Umbrella Liability:	
Per Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>
5. Contractor's Pollution Liability:	
Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>
☐	If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00am to 7:00PM.
2. Owner's legal holidays are New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor 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. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.10 *Laws and Regulations***SC 7.10 Add the follow new paragraph immediately after Paragraph 7.10.C:**

- E. This Work is funded in whole or in part by a governmental agency, and the grantor or lender requires compliance with SC-19.

ARTICLE 8 – OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9 – OWNER'S RESPONSIBILITIES**SC-9-13 *Owners Site Representative*****SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:**

SC-9.13 Owner may 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 determined before start of construction. The authority and responsibilities of Owner's Site Representative follow:

1. The Owner's Site Representative will serve as the Owner's liaison during construction and will monitor the Work for general conformance with the Contract Documents. The Site Representative will facilitate communication among the Owner, Engineer, and Contractor and assist in resolving field issues.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**SC-10.03 *Project Representative*****SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

B. On this Project, by agreement with the Owner, 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. *[See explanatory text at beginning of SC-9.13, and at beginning of SC-10.03, for discussion of this second alternative SC-10.03.B]*

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 12 – CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**SC-13.01 Cost of the Work**

SC-13.01.B.5.b Supplement Paragraph 13.01.B.5.b 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 was purchased new at retail, would be less than \$500.

SC-13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor will be paid out at a rate shown for such equipment in the FHWA. An hourly rate will be reduced by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include 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, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-13.03 Unit Price Work

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

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. if the extended price of a particular item of Unit Price Work amounts to 25 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 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

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

SC-14.02 Tests, Inspections, and Approvals

SC-14.02.B Replace Paragraph 14.02.B with the following:

- B. Contractor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspection and tests expressly required by the Contract Documents as identified in Paragraph 14.02.D.

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

SC-15.03 Substantial Completion

SC 15.03.B 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, shall 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 Article 15.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

No suggestion Supplementary Conditions in this Article.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

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

SC-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 authority.

- B.** The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall 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. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C.** No arbitration arising out of or relating to the Contract shall 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 is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - 2.** such other individuals or entities engage in a question of law or fact which is common to those who parties to arbitration are already and which will arise in such proceedings.
- D.** The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E.** The award will be final. Judgment may be entered upon it in any court having authority 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 arbitrate award.
- F.** Owner and Contractor shall equally share the fees and expenses of the arbitrators and any arbitration service.

SC-17.03 Attorneys' Fees

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

SC-17.03 Attorneys' Fees:

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

ARTICLE 18 – MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

ARTICLE 19 – FUNDING AGENCY REQUIREMENTS

SC-19.01 Add the following paragraph and new article immediately after Article 18 – Miscellaneous

SC-19 Transportation Alternatives Program (TAP) Provisions

- A. The following provisions and supplements found in the contract documents must be followed and adhered to:**
- 1. DBE Special Provisions**
 - 2. EEO Special Provisions**
 - 3. Non-Collusion Affidavit**
 - 4. Drug Free Workplace Affidavit**
 - 5. 2025 Buy America Insert**
 - 6. Title VI Inclusions**
 - 7. FHWA-1273 (Federal-Aid Contract Provisions)**
 - 8. General Wage Decision**
 - 9. Prompt Payment**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SPECIAL PROVISIONS FOR RACE/GENDER-CONSCIOUS LOCAL FEDERAL-AID PROJECTS

The Disadvantaged Business Enterprise (DBE) goal for this project is: 0 %. The Idaho Transportation Department (Department) current Federal Fiscal Year (FFY) overall annual statewide goal is 0 %. The DBE directory is at <https://itd.dbesystem.com>.

Regulations and statutes require and authorize the Disadvantaged Business Enterprise Program under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, and Titles I, III, and, V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107, Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144, and Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405, Fixing America's Surface Transportation Act (FAST Act) Pub. L. 114-113.

1. It is the Department's policy to ensure DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the United States Department of Transportation (USDOT)-assisted contracts. The Contractor will include these requirements in every subcontract and modify language as necessary to make the program binding on all subcontracts.

The Contractor agrees to ensure DBE firms have the opportunity to participate in the performance of the contract. The Contractor or its subcontractor(s) will not discriminate based on race, color, national origin, sex, age, or disability in the performance of the contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or result in the implementation of other remedy, as the Department deems appropriate.

It is required that a Contractor verify a DBE firm's certification with the Idaho Unified Certification Program (UCP). The UCP directory is located at: <https://itd.dbesystem.com>. The Contractor must use the ITD-2396 form. The Consultants must use the ITD-2398 form for consultant agreements when making DBE goal commitments for contract goals. If the Department declares a DBE firm ineligible to perform work after the execution of a signed contract, then the DBE firm may complete the work, the Department will count the DBE firm's participation toward the contract goal, although the DBE participation will not count toward the overall annual Department DBE goal. If a Federal agency and/or the Department decertify a DBE before the DBE firm signs a contract, then the Contractor must replace the ineligible DBE firm with another DBE firm or demonstrate that it made a GFE to do so.

2. The Department determines the level of DBE participation on a contract-by-contract basis determined by the Department's contract goal methodology, the contract bid documentation will state the contract goal percentage. The Department will credit dollar volumes of participation toward the contract goal. The Department will base the goal attainment on actual expenditures made to DBE firms providing a commercially useful function (CUF), as specified in **Section H**.

“Counting DBE Participation toward Contract Goals” of the Department’s DBE Program Plan (located at <http://apps.itd.idaho.gov/apps/ocr/documents/dbeplan.pdf>). This includes only work actually performed by and paid to the DBE firm and the cost of equipment, supplies, and materials, except when the DBE purchases or leases the equipment, supplies, and materials from the Contractor.

The bidder hereby certifies that it made GFEs to seek out and consider DBE firms for work on the contract.

3. The Department will credit fees and expenditures toward to DBE goal as follows:
 - a) 100 percent of the dollar value equal to the clearly defined portion of the work of the contract that the DBE performs with its own forces in a joint venture between a DBE and a non-DBE firm.
 - b) 100 percent of expenditures to a DBE manufacturer, a DBE subcontractor, or DBE professional consultant.
 - c) 100 percent of expenditures to a trucking firm that uses trucks it owns, insures, and operates using drivers it employs or leases from another DBE firm including an owner/operator who is also certified as a DBE. A DBE firm may lease trucks from a non-DBE firm, including an owner/operator. As a result, the DBE will receive credit for the total value of the services provided by the non-DBE firm not to exceed the value of the services provided by the DBE-owned trucks. Any additional participation by non-DBE firms will receive credit only for fees or commission received.

Example: DBE Firm X uses 2 of its own trucks on a contract. It leases 2 trucks from DBE Firm Y and 6 trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may be awarded for the total value of transportation services provided by 4 of the 6 trucks provided by Firm Z. In all, full credit would be allowed for the participation of 8 trucks. In respect to the other 2 trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives because of the lease with Firm Z.

A lease must indicate that the DBE has exclusive use and control over the leased truck. This does not preclude the leased truck from working for others during the term of the lease if the DBE consents, so long as the lease gives the DBE absolute priority for use of the leased truck. A leased truck must conspicuously display the name and identification number of the DBE.

- d) 100 percent of the fees for equipment leased from a DBE towards the contract goal when the Contractor leases the equipment from a DBE, provided the DBE owns or has the equipment registered in its name. If the DBE obtains the equipment from other sources, the Engineer will only credit the net fee.
- e) 60 percent of expenditures paid out to a DBE dealer for supplies provided and the DBE is not a manufacturer. A regular dealer is a firm that owns, operates, or maintains a

store, warehouse, or other facility that supplies materials, articles, or equipment for purchase or lease and regularly stocks, sells, and leases to the public during the usual course of business.

- f) 100 percent of the net fee (if deemed reasonable) for DBE brokers, packagers, and manufacturers' representatives.
4. The Department requires all bidders to furnish DBE commitments on the ITD-2396 form for a construction contract at the time of bid. Consultants bidding on an agreement must furnish DBE commitments on the ITD-2396 form for any agreement at the time of proposal submission. The forms must contain:
- a) Names of all certified DBE and non-DBE firms solicited or providing volunteer quotations.
 - b) The identity of the DBE and non-DBE firm(s) the Contractor intends to use in the execution of the contract.
 - c) Description of the work and associated dollar amounts each DBE and non-DBE firm offered to perform.
 - d) The dollar amount of the participation of each utilized DBE and non-DBE and the signed confirmation form signed by the recognized DBE(s) on the DBE's company letterhead stating the DBE plans to participate in the contract as specified in the Contractor's commitment.
 - e) The name of the Contractor's designated Equal Employment Opportunity Officer responsible for administering the Contractor's DBE program.
 - f) A signed commitment from the Contractor on the ITD-2396 form for the contract and a signed commitment from the consultant using the ITD-2398 form for all consultant agreements, to use the DBE subcontractor(s) or DBE consultant identified on the form(s) for the specified contract items in order to meet the contract goal. The Contractor and consultants must use the above-mentioned forms, unless the committed DBE firm(s) is unable or unwilling to perform because of default, decertification, or other relevant factors.
5. The Department considers the Contractor's commitment to meet the specified goal as clear (prima facie) evidence it made a GFE to obtain DBE participation on the contract.
6. If the DBE commitment is below the contract goal amount, the Department will condition the award of contract to a determination made by the Contractor's or the consultant's DBE program coordinator on the GFEs made to attain DBE participation.

Following is a list of efforts the Department evaluates when determining the Contractor's GFEs to obtain DBE participation. In addition to GFEs, the Department will consider the timing and intensity of the undertaking.

- a) Whether the Contractor solicits DBE firms through available and reasonable means, the Contractor must also allow adequate time for the DBE to respond. The Contractor must also follow-up on all solicitations (e.g., advertisements placed in general circulation, trade association solicitations, minority-focus media campaigns) with respect to any subcontracting opportunities.
 - b) Whether the Contractor selected portions of the work for the DBE firm(s) to perform to increase the likelihood of meeting the DBE goals, including where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.
 - c) Whether the Contractor provided interested DBE firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner.
 - d) Whether the Contractor negotiated in good faith with interested DBE firms, not rejecting DBE firms as unqualified without sound reasoning, and based on a thorough investigation of capabilities.
 - e) Whether the Contractor made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by the Department or the Contractor.
 - f) Whether the Contractor made efforts to assist interested DBE firms in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - g) Whether the Contractor effectively used the services of available minority/women community organizations, minority/women Contractors' groups, government business-assistance agencies, or utilized other organizations that could provide assistance in the recruitment and placement of DBE firms.
 - h) Whether the Contractor involved itself in any pre-solicitation or pre-bid meetings scheduled to inform DBE firms of contracting and subcontracting opportunities.
7. A contract award is contingent on the Department approving the Contractor's DBE plan. The plan requires the Contractor to make continuing efforts throughout the contract to assure that DBE participation remains at a level satisfying the following requirements:
- a) Continuing DBE participation equals or exceeds contract goals.
 - b) Continuing DBE participation equals or exceeds the approved level that is less than the contract goal as allowed under **Section G. "Good Faith Efforts (GFE) Process"** of the Department's DBE Program Plan.

The Contractor cannot terminate a DBE subcontractor for convenience without the Engineer's written consent. If situations or conditions arise preventing a DBE firm from completing the originally agreed upon work, the Contractor will take affirmative action steps to re-establish DBE participation at a level needed to meet the original contract goal or demonstrate a GFE demonstrating the Contractor afforded other DBEs the opportunity to assume the original work. Afterward, the Contractor must revise the DBE participation plan and the Engineer must approve the revised plan with concurrence from the Department's Office of Civil Rights. Failure of the Contractor to meet these special provisions will be a violation of the contract.

The Engineer will count the value of work actually performed by and paid to the DBE firms toward the Contractor's DBE goal.

8. The DBE firm must perform a CUF on the contract in order for the Engineer to count expenditures toward the contract goal and annual goal. The Department defines CUF by using general industry practices and the provisions of 49 CFR Part 26. A DBE performs a CUF when:
 - a) A DBE firm executes a distinct element of the work by actually performing, managing, and supervising the work involved in accordance with industry standard practices, except where such practices are not consistent with DBE regulations and requirements, and
 - b) The DBE firm receives due compensation as agreed upon for the work performed.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Department must presume the DBE is not performing a CUF. As with all non-CUF determinations, the DBE may present evidence to rebut this presumption.

9. Breach of Contract/Damages. Whenever the Engineer determines, after investigating and obtaining evidence, the Contractor has not complied with these special provisions, the Engineer will take the following actions:
 - a) Inform the Contractor, in writing, that the Department staff observed specific (listed) infractions the DBE must correct within 5 or fewer business days and that failure to take corrective action will result in withholding all or part of the progress payments.
 - b) The Engineer will withhold progress payments when the Contractor does not correct deficiencies.
 - c) If violations persist, the Engineer will contact the Department's Office of Civil Rights for direction on imposing one or more of the following actions:
 - (1) Withhold all or part of progress payments until the Contractor complies.
 - (2) Suspend the contract completely, or in part, until the Contractor complies, with no progress payments delivered during the period, with no time extension made.
 - (3) Cancel or terminate the contract for cause as authorized in in this contract's provision for default and termination of contract.
 - (4) Deduct from the Contractor's final payment on the contract or any progress payments on current or future Idaho Federal-Aid contracts of an amount in equal value of the DBE committed work items not performed by the committed DBE firm. If the Department determines the Contractor caused the failure or the failure was an unintentional error or oversight, then the amount to be deducted may be reduced to 50 percent of the value of the unattained DBE participation based on the committed work items. In addition to sanctions, willful failure by the

Contractor or a DBE firm to comply with this contract or with the Federal DBE regulations may result in disqualification from further or future contracting, subcontracting, or other participation in federally funded contracts and/or Department contracts.

The Contractor has the right to appeal as specified in this contract's Administrative Resolution Process for Claims.

10. Record Keeping.

- a) A Contractor and each subcontractor must maintain all records relating to the DBE program during the course of the work and preserved the records for a period of 5 years from the date of final payment.
- b) The Contractor or its subcontractor will make the records pertaining to the DBE program available for inspection, copying, or transcription by authorized representatives of the Department or the FHWA and will permit these representatives to interview employees as necessary.
- c) Failure to submit the required records upon request or to make these records available will be grounds for sanctions as specified in **Section G. "Monitoring and Enforcement Mechanisms"** of the Department's DBE Program Plan.

11. Joint Ventures.

- a) To increase the opportunity for DBE firms to participate in contracts, DBE firms may enter into joint ventures with non-DBE firms. DBE joint venture applicants must complete the ITD-0646b, Schedule B form, and submit it with the required documentation with their bid.
- b) The DBE partner of the joint venture must have a separate agreement showing the DBE partner's bid items. The agreement must be able to define the DBE partner's distinct elements of work it will perform with its own forces.
- c) The Contractor and the DBE firm must submit a joint venture agreement with the bid documentation and Department will evaluate it on a contract-by-contract basis.

EEO SPECIAL PROVISIONS

PART I Special Equal Employment Opportunity Responsibilities (23 USC 140 and 23 CFR 230, Subpart A and D)

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor shall work with the Idaho Transportation Department (Department) and the Federal Government in carrying out equal employment opportunity obligations and in their review of activities under the contract.
- c. The contractor and all subcontractors holding subcontracts not including material suppliers, of \$10,000 or more shall comply with the following minimum specific requirement activities of equal employment opportunity. (The equal employment opportunity requirements of Form FHWA-1273 are applicable to material suppliers as well as contractors and subcontractors.) The contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The contractor shall accept as operating policy the following statement, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and on-the-job training.”

3. Equal Employment Opportunity Officer

The contractor shall designate in a letter to the Engineer the equal employment opportunity officer (hereinafter referred to as the EEO Officer) for the project who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such actions, will be made fully cognizant of, and shall implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement is met, the contractor shall take the following actions as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation shall be reviewed and explained. The meeting shall be conducted by the EEO Officer or other knowledgeable company official. Documentation of this meeting shall be provided to the Engineer prior to the start of the project.
 - (2) All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - (3) All personnel who are engaged in direct recruitment for the project shall be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor shall take the following actions:
- (1) Notices and posters setting forth the contractor's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment, and potential employees.
 - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor shall, through the company EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

If the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Department expects the contractor to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor shall encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants *shall be discussed with employees.*

6. Personnel Actions

The contractor shall establish and administer wages, working conditions, employee benefits and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

- a. The contractor shall conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor shall promptly investigate all complaints of alleged discrimination made to the contractor in connection with obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor shall inform every complainant of all avenues of appeal.

7. Training and Promotion

- a. The contractor shall assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. If the Training Special Provision is provided under this contract, this subparagraph will be superseded by the Training Special Provision.
- c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor shall periodically review the training and promotion potential of minority group and women employees and shall encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor shall use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association, acting as agent shall include the procedures set forth below:

- a. The contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor shall use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union shall be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.
- c. The contractor shall obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor. The contractor shall so certify to the Engineer and shall set forth what efforts have been made to obtain such information.
- d. If the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) If the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the contractor shall immediately notify the Engineer.

9. Subcontracting

- a. The contractor shall use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees, in accordance with the Disadvantaged Business Enterprise Special Provisions of the contract. Contractors shall obtain lists of minority-owned firms from the Department External EEO Office.
- b. The contractor shall use best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The contractor shall keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor shall be designed to indicate:
 - (1) The number of minority and nonminority group members and women employed in each work classification on the project.
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

- b. All such records must be retained for a period of five years from the date of the final payment and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.
- c. The contractors shall submit to the Engineer for the final pay period in the month of July, a report indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.
- d. If the Training Special Provision is provided under this contract, the Engineer will require the contractor to collect and report training data.

11. Sanctions

- a. If an investigation or review by the Department reveals that a contractor or a subcontractor is in non-compliance with these Special Provisions, the Engineer will issue a show cause notice (SCN) to the contractor or subcontractor. This written notice shall state the deficiencies found during the review, and will advise the contractor or subcontractor to show cause within 30 days why sanctions should not be imposed. Within the 30 days the contractor or subcontractor must show good cause or must provide an acceptable agreement for corrective action.
- b. If the contractor or subcontractor does not correct deficiencies and fails to develop, sign and implement a corrective action plan (CAP) within the 30 days stated in the SCN, the Engineer will withhold all progress payments commencing the day after the expiration of the 30-day period.
- c. If the contractor or subcontractor fails to meet the conditions of the CAP, no further show cause notice is required. The Engineer will immediately advise the District Engineer, who will immediately request a formal hearing before a panel consisting of a selected member of the Department's Legal Counsel, Representatives from Roadway Design, External EEO Office, and the District. At this hearing, the contractor will be given the opportunity to offer rebuttal to the findings. The purpose of the hearing will be to examine all documentation and determine which of the following sanctions will be imposed – not whether they will be imposed. Generally, sanctions will be imposed in sequential order for each incident that EEO contract provision violations occur, and are brought before the hearing panel. However, the Department reserves the right to impose any sanction listed depending on the severity of the contractor's deficiency.
 - Withhold progress payments until it is determined that the contractor or subcontractor is found in compliance.
 - Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made.
 - Cancel or terminate the contract for cause in accordance with subsection 108.09 of the Contract Specifications.
 - Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho Federal-Aid projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700 whichever is less.
- d. The contractor shall have the right to appeal pursuant to Subsection 105.16 of the Standard Specifications

PART II Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity 41 CFR, 60-4:

1. All Federal and Federally assisted construction contracts and subcontracts in excess of \$10,000 are subject to the Department of Labor regulations contained in 41 CFR § 60-4.
2. 41 CFR § 60-4.2 provides for inclusion in contracts of the goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area. The goals related to this contract area as follows:

**STANDARD METROPOLITON STATISTICAL AREAS
(SMSA) AND ECONOMIC AREAS (EA)**

	Goals for minority participation in <u>each trade</u>	Goals for female participation in <u>each trade</u>
IDAHO		
165 Non-SMSA Counties: Bear Lake, Franklin and Oneida	5.1%	6.9 %
166 Non-SMSA Counties: Bannock, Bingham, Blaine, Butte, Bonneville, Camas, Caribou, Cassia, Clark, Custer, Fremont, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Power, Teton, and Twin Falls	4.0 %	6.9 %
167 Boise City SMSA Counties: 1080 Boise City, Ada	2.3 %	6.9 %
Non-SMSA Counties: Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington	4.4 %	6.9 %
168 Non-SMSA Counties: Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone	3.0 %	6.9 %

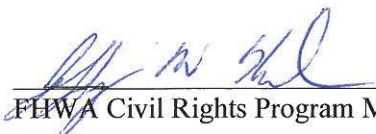
The U.S. Department of Labor, Office of Contract Compliance Programs (OFCCP) is the only party with the authority to determine compliance with Executive Order 11246 and 41 CFR Part 60-4. For further information, to obtain a copy of the regulation, or to get clarification on the requirements, the Contractor should contact the OFCCP office:

Office of Federal Contract Compliance Programs

620 SW Main Street, Suite 411
Portland, OR 97205
(503) 326-4112

1111 Third Ave. Suite 745
Seattle, WA 98101-3212
(206) 398-8005

Approval:


FHWA Civil Rights Program Manager

06 JUNE 2011
Date

Non-Collusion Affidavit

State of _____) SS
County of _____

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

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

Signed: _____

Title: _____

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

(SEAL)

Notary Public _____

State of _____

My Commission Expires _____

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____
COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that _____ complies
(Contractor Name)

With the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that
_____ provides a drug-free workplace program that complies with the provisions of
(Contractor Name)

Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state
construction contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Code, Section 72-1717(1)(a).

Name of Contractor

Address

By _____

(Signature)

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

Notary Public for _____

Residing at _____

My Commission Expires _____

THIS PAGE MUST BE RETURNED COMPLETED WITH YOUR BID DOCUMENT

2025 BUY AMERICA/ BUILD AMERICA BUY AMERICA INSERT

(For projects obligated on or after October 1, 2025)

This document is intended as a Build America Buy America (BABA, 2 CFR 184) and Buy America (BA, 23 CFR 635.410) contract insert that includes changes to the 2023 Standard Specifications for Highway Construction (SSHC), and the 2020 Quality Assurance Manual (Dated 10/19). For the purposes of this contract, the term “Buy America” refers to both Build America Buy America (BABA), and Buy America (BA).

REVISIONS TO THE 2023 SSHC

ON PAGE 11, SUBSECTION 101.04 – DEFINITIONS

09/25

Replace the definition of “Construction Material” with the following:

Construction Material (BABA, 2 CFR 184). A Construction Material is an article, material, or supply that consists of only one of the items listed, except for minor additions: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable); glass (including optic glass); lumber (including treated wood, and untreated wood); Fiber optic cable; Optical fiber; Engineered wood or drywall. To the extent one of the items listed above contains as inputs other items listed above, it is nonetheless a Construction Material. For example, fiber optic cable contains as inputs other items listed, such as glass and/or plastics, but fiber optic cable is nonetheless a Construction Material. Items specifically excluded from Construction Materials are products that are primarily iron or steel (defined under Iron and Steel Products); cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Coatings do not change the categorization of a Construction Material. Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of Construction Material. For example, wax added to engineered wood should not disqualify the engineered wood from categorization as a Construction Material. However, if before the engineered wood is brought to the work site, it is combined with glass or other items or materials to produce a new product, which is not listed above, the new product would be classified as a Manufactured Product, not a Construction Material.

ON PAGE 14, SUBSECTION 101.04 – DEFINITIONS

09/25

Add the following in alphabetical order:

Manufactured Product (BA, 23 CFR 635.410). A Manufactured Product is defined as articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Any product that is classified as an iron or steel product, an excluded material, or a Construction Material is not a Manufactured Product. Excluded materials, defined in 2 CFR 184.3, include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product. The FHWA waiver on

Manufactured Products has been eliminated and 100% of the final assembly or manufacture of the Manufactured Product must occur domestically.

Manufacturer. In the case of Manufactured Products, manufacturer means the entity that performs the final manufacturing process that produces a Manufactured Product.

ON PAGE 59, 106.01.A.1 – IRON AND STEEL PRODUCTS

02/2024

Add the following after the first paragraph.

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both. “Predominantly of iron or steel” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

ON PAGE 60, 106.01.A.1 – IRON AND STEEL PRODUCTS

02/2024

Delete the second sentence of the fifth paragraph and replace with the following:

Cost determination is based on supplier invoice costs.

ON PAGE 60, 106.01.A.2 – CONSTRUCTION MATERIALS

02/2024

Delete the first paragraph and replace with:

All Construction Materials must be produced in the United States. Produced in the United States is defined below for each Construction Material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

ON PAGE 60, 106.01.A.2 – CONSTRUCTION MATERIALS

09/2025

Add the following after 106.01.A.2:

3. Manufactured Products (BA, 23 CFR 635.410).

All Manufactured Products must be produced in the United States. For Manufactured Products, produced in the United States means that 100% of the final assembly or manufacture of the Manufactured Product must occur domestically.

4. Small Quantities for Construction Materials and Manufactured Products

The Engineer may allow small quantities of foreign or non-compliant Construction Materials and Manufactured Products, so long as the total value of the foreign or non-compliant Construction Materials and Manufactured Products does not exceed the lesser of \$1,000,000 or 5 percent of the Total Applicable Project Costs for the project or where the Total Amount of Federal Financial Assistance is below \$500,000. "Total Applicable Project Costs" are defined as the cost of iron/ steel, Construction Materials and Manufactured Products used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver. "Total Amount of Federal Financial Assistance" includes federal funding provided for preliminary engineering, right of way, and all construction contracts. For projects under a NEPA decision, include all federal funding provided for all projects under that NEPA decision.

The Contractor must maintain and provide in .csv format for each estimate to the Engineer a running total, listed by bid item and manufacturer, of the cost of Construction Materials and Manufactured Products not meeting the Buy America criteria and a running total of the Total Applicable Project Costs (as defined in the paragraph above). Invoices must be available for audit at any time and must be retained for a period of five years from the date of substantial completion for the project. If the Contractor does not provide these costs for each estimate, the estimate payment will not be made until the costs are supplied, or the Contractor provides a written statement(*) that they are not going to supply these costs. The written statement will include a statement from the Contractor acknowledging that they will not be able to incorporate any non-compliant Construction Materials or Manufactured Products into the project. The Engineer needs to make sure the running total of the Total Applicable Project Costs and the running total of foreign or non-compliant Construction Materials or Manufactured Products are received prior to issuing each pay estimate and that the Contractor does not exceed the Buy America threshold for non-compliant Construction Materials or Manufactured Products or have received the written statement from the Contractor indicating they will not be providing the running total.

* The written statement must include the following sentence:

"As the authorized representative of the Contractor, by providing this written statement that I will not be providing the running total for each estimate of the Total Applicable Project

Costs, the Contractor is acknowledging that non-compliant Construction Materials or Manufactured Products cannot be incorporated into the project.”

REVISIONS TO THE 2020 QUALITY ASSURANCE MANUAL (DATED 10/19)

Section 100.00.01 – Quality Control (QC) Producer

Delete the second sentence of the first paragraph and replace with:

Quality control of materials used in construction is the Contractor’s responsibility and is performed during the production of the material and/or at the point of delivery.

Section 200 “Outline”

Revise Section 230.01 as follows:

230.01	General Provisions and Buy America.
230.01.01	General Provisions.
230.01.02	Buy America, and Build America Buy America.
230.01.02.01	Iron and Steel Products
230.01.02.02	Construction Materials
230.01.02.03	Manufactured Products

Section 230.01 General Provisions

Delete Section 230.01 and replace with the following:

230.01 General Provisions and Buy America

230.01.01 General Provisions

Standard Department certification forms will be used. The standard forms are:

- ITD-849 Geotextile and Geogrid
- ITD-851 Miscellaneous Items
- ITD-875 Non-Structural Concrete
- ITD-914 Steel and Iron, and Buy America
- ITD-915 Construction Materials and Manufactured Products for Buy America
- ITD-966 PG Asphalt Binder
- ITD-968 Cement / Fly Ash

The standard forms must be completed in their entirety and signed by the manufacturer’s representative who has quality control responsibility for the manufacture or fabrication of the material.

When required by the contract, QC test results must be attached to the specified standard form. Certification does not preclude inspection, sampling, testing, or verification of certified test results of the material received on the project. Project inspectors will review all certification results for specification compliance before accepting the material. If the certified material is found to be outside acceptable specification limits, the material is subject to rejection.

Each shipment of certified material must be visually inspected for obvious defects and shipping/handling damage. Repair, reject, or replace damaged or defective material to the satisfaction of the Engineer. Where feasible, simple measurements of specified properties should be spot-checked at least once per project and recorded to verify certification. Examples would be length, mass per unit length, or thickness of steel items.

Withdraw acceptance of material by certification when sample test or inspection results show the material consistently fails to meet specifications requirements. Reestablishment of the certification acceptance may be achieved through Department pre-testing, pre-inspection, and review of historical certification records and test results of the material before its incorporation into a project. Additionally, the manufacturer's QA program may require revision and reevaluation by the Department.

230.01.02 Buy America (BA), and Build America Buy America (BABA)

Buy America and Build America Buy America apply to any contract eligible for Federal Aid Highway funding within the scope of an applicable NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract or phase of the project is funded with Federal-Aid highway funds. All incorporated steel and iron products, Construction Materials, and Manufactured Products permanently installed on the project as established in Standard Specification 106.01.A must be certified that they were produced in the United States of America per 23 CFR 635.410 for iron/steel, 23 CFR 635.410 for Manufactured Products, and 2 CFR 184 for Construction Materials. Certification must be provided before incorporation of the materials into the project. Materials that are only used or rented during the project construction, but not incorporated into the work (temporarily installed), do not require certification. 230.01.02.01 Iron and Steel Products per 23 CFR 635.410.

The ITD-914 form will serve as Buy America Certification and be signed by a person having quality control responsibility for the company that manufactures or fabricates the material. The ITD-914 will be sent with mill tests reports attached, except as noted in the MTRs.

Small quantities of steel and iron may be accepted without Buy American Certification, so long as its total cost for the project does not exceed 0.1% of the contract amount or \$2,500, whichever is greater. The total cost of steel and iron includes the cost of the material plus the cost of transportation to the project site, as evidenced by delivery receipt, but does not include labor cost involved in final assembly performed on the project site.

If Department project staff or consultant inspectors discover that foreign iron and/or steel products are incorporated into a federal-aid project that exceed the Buy America minimal use amount for iron or steel (the greater of \$2,500 or 0.1% of the contract value), the FHWA Idaho Division must be contacted to

resolve this after-the-fact discovery. All information on foreign iron and steel permanently incorporated into a project that exceeds the minimal use amount must be presented to FHWA to determine the appropriate resolution. The Department will not complete a project's Material's Certification without FHWA's resolution when the project is not compliant with Buy America. The Department has no authority to complete such a resolution and cannot resolve Buy America compliance issues by use of non-Federal funds.

230.01.02.02.02 Construction Materials per 2 CFR Part 184.

A Construction Material is an article, material, or supply that consists of only one of the items listed, except for minor additions: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable); glass (including optic glass); lumber (including treated wood, and untreated wood); Fiber optic cable; Optical fiber; Engineered wood or drywall.

To the extent one of the items listed above contains as inputs other items listed above, it is nonetheless a Construction Material. For example, fiber optic cable contains as inputs other items listed, such as glass and/or plastics, but fiber optic cable is nonetheless a Construction Material.

Items specifically excluded from Construction Materials are products that are primarily iron or steel (defined under Iron and Steel Products); cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Coatings do not change the categorization of a Construction Material. Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of Construction Material. For example, wax added to engineered wood should not disqualify the engineered wood from categorization as a Construction Material. However, if before the engineered wood is brought to the work site, it is combined with glass or other items or materials to produce a new product, which is not listed above, the new product would be classified as a Manufactured Product, not a Construction Material.

230.01.02.03 Manufactured Products per 23 CFR 635.410

Manufactured Products are defined as articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

With respect to precast concrete products that are classified as Manufactured Products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements for steel and iron products. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements for steel and iron products. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

230.01.02.04 Small Quantities for Construction Materials and Manufactured Products

For awards obligated on or after August 16, 2023, the Engineer may allow small quantities of foreign Manufactured Products and Construction Materials, so long as the total value of the non-compliant products does not exceed the lesser of \$1,000,000 or 5 percent of the total applicable costs for the project or where the total amount of federal financial assistance is below \$500,000. "Total applicable project costs" are defined as the cost of Construction Materials and Manufactured Products used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver. "Total Amount of Federal Financial Assistance" includes federal funding provided for preliminary engineering, right of way, and all construction contracts. For projects under a NEPA decision, include all federal funding provided for all projects under that NEPA decision.

The Contractor must maintain and provide in .csv format for each estimate to the Engineer a running total, listed by bid item and manufacturer, of the cost of Construction Materials and Manufactured Products not meeting the Buy America criteria and a running total of the Total Applicable Project Costs (as defined in the paragraph above). Invoices must be available for audit at any time and must be retained for a period of five years from the date of substantial completion for the project. If the Contractor does not provide these costs for each estimate, the estimate payment will not be made until the costs are supplied, or the Contractor provides a written statement (*) that they are not going to supply these costs. The written statement will include a statement from the Contractor acknowledging that they will not be able to incorporate any non-compliant Construction Materials or Manufactured Products into the project. The Engineer needs to make sure the running total of the Total Applicable Project Costs and the running total of foreign or non-compliant Construction Materials and Manufactured Products are received prior to issuing each pay estimate and that the Contractor does not exceed the Buy America threshold for non-compliant Construction Materials and Manufactured Products or have received the written statement from the Contractor indicating they will not be providing the running total. Cost is defined in 2 CFR 200.306 (actual acquisition cost).

* The written statement must include the following sentence:

"As the authorized representative of the Contractor, by providing this written statement that I will not be providing the running total for each estimate of the Total Applicable Project Costs, the Contractor is acknowledging that non-compliant Construction Materials and Manufactured Products cannot be incorporated into the project."

230.01.02.04 Certification of Construction Materials and Manufactured Products

The ITD-915 form serves as Buy America Certification for Construction Materials and Manufactured Products and must be signed by a person having quality control responsibility for the company that manufactures the product.

If Department project staff or consultant inspectors discover that foreign Construction Materials or Manufactured Products are incorporated into a federal-aid project, the FHWA Idaho Division must be contacted to resolve this after-the-fact discovery. All information on foreign Construction Materials and Manufactured Products permanently incorporated into a project must be presented to FHWA to determine the appropriate resolution. The Department will not complete a Project's Materials Certification without FHWA's resolution when the project is not compliant with Buy America requirements. The Department has no authority to complete such a resolution and cannot resolve Buy America compliance issues by use of non-Federal funds.

Section 230.03 Steel.

Delete the last sentence of the first paragraph and replace with:

Steel will comply with 230.01.02 Buy America per 23 CFR 635.410.

Section 230.07 Corrugated Metal Pipe and Corrugated Plate Pipe.

Add the following to the end of the second paragraph of the section:

Additionally, a form ITD-915 will be submitted attesting that the aluminum pipe meets applicable Buy America requirements for Construction Material (non-ferrous metals).

Section 230.08 Plastic Pipe.

Add the following to the end of the first paragraph of the section:

Additionally, a form ITD-915 will be submitted attesting that the plastic pipe meets applicable Buy America requirements for Construction Material (plastic and polymer-based products).

Section 230.09 Geosynthetics.

Add the following to the end of the first paragraph of the section:

Additionally, a form ITD-915 will be submitted attesting that the aluminum pipe meets applicable Buy America requirements for Construction Material (plastic and polymer-based products).

Section 270.00 Minimum Testing Requirements (Table)

Use the Buy America Summary Table below for BA requirements and BA certifications of materials. Iron or steel products are listed as "Fe". Construction Materials are listed as "CM". Manufactured Products are listed as "MP"

Buy America Summary Table (Section 270)				
Section	Item Desc.	Code ^{1,4,6,7}	Form(s) ^{2,3,5,9}	Comments
212	Slope Drain	Fe, CM	ITD-914, ITD-915	
212 (General)	Erosion and Sediment Control Products	MP	ITD-915	All erosion and sediment control products that are allowed to remain in place must be certified appropriately.
405	Pavement Reinforcement Fabric	CM	ITD-915	
420	Concrete Pavement Rehab (Precast Elements)	MP	ITD-914, ITD-915	Both required for steel reinforced products.
502	Precast Concrete Products	MP	ITD-914, ITD-915	Both required for steel reinforced products.
503	GFRP	MP	ITD-915	
504	Bolts, Nuts, Hardened Washers, DTI	Fe, CM, MP	ITD-914, ITD-915	
504	Two Tube Curb-Mount Railing	Fe, CM, MP	ITD-914, ITD-915	
504	Pedestrian Bicycle Railing	Fe, CM, MP	ITD-914, ITD-915	
504	Combination Pedestrian Bicycle, and Traffic Railing	Fe, CM, MP	ITD-914, ITD-915	
505	Timber Piles	CM	ITD-915	
506	Prestressing Concrete	Fe, CM, MP	ITD-915	
507	Bearing Pads and Plates	Fe, CM, MP	ITD-914, ITD-915	
508	Corrugated Plate Pipe - Entire Section	Fe, CM, MP	ITD-914, ITD-915	
511	Concrete Waterproofing Systems - Types A, B	CM, MP	ITD-915	
511	Concrete Waterproofing Systems - Types C	MP		Note, Type C Silanes and siloxane chemicals are not polymers and are not Construction Materials.
511	Concrete Waterproofing Systems - Types D	CM, MP	ITD-915	
511	Concrete Waterproofing Systems - Types E	CM, MP	ITD-915	
512	Gabion Structures	Fe, CM, MP	ITD-914, ITD-915	

565	Asphaltic Plug Expansion Joint System	Fe, CM, MP	ITD-914, ITD-915	
566	Compression Seal Expansion Joint	CM, MP	ITD-915	
567	Strip Seal Expansion Joint	Fe, CM, MP	ITD-914, ITD-915	
576	GFRP	MP	ITD-915	
577	Pile Sleeves	Fe, CM, MP	ITD-914, ITD-915	
578	Precast Concrete Culvert	Fe, CM, MP	ITD-914, ITD-915	
581	Concrete Crack Repair	CM, MP	ITD-915	
582	Patch and Repair Concrete	Fe (for replaced reinforcing steel)	ITD-914	
586	Utility Conduit General	Fe, CM, MP	ITD-914, ITD-915	
587	Painting Structural Steel	CM, MP	ITD-915	
602-608	Culverts, Pipe Siphons, Irrigation Pipelines, Sewers, Storm Sewers, Manhole, Valve Covers, and Dry Wells, Pipe Underdrains, Urban and Rural Edgedrains, Embankment Protectors, Pipe Aprons	Fe, CM, MP	ITD-914 ² , ITD-915	
609	Minor Structures General	Fe, CM, MP	ITD-914, ITD-915	
610	Fence General	Fe, CM, MP	ITD-914, ITD-915	
611	Cattle Guards	Fe, CM, MP	ITD-914, ITD-915	
612	–Guardrail and Concrete Barrier - General	Fe, CM, MP	ITD-914, ITD-915	
613	Crash Cushions	Fe, CM, MP	ITD-914, ITD-915	
614	Detectable Warning Surfaces	CM, MP	ITD-915	
616	Signs and Sign Supports - General	Fe, CM, MP	ITD-914, ITD-915	
617	Delineators and Mileposts General	Fe, CM, MP	ITD-914, ITD-915	
618	Marker Posts, Witness Posts, and Street Monuments - General	Fe, CM, MP	ITD-914, ITD-915	
619	Illumination General	Fe, CM, MP	ITD-914, ITD-915	
622	Precast Concrete Headgates	Fe, MP	ITD-914, ITD-915	

623	Pre-formed expansion Joint Filler Concrete Slope Paving	CM, MP	ITD-915	
625	Joints - General	CM, MP	ITD-915	
627	Painting	CM, MP	ITD-915	
628	Snow Poles	Fe, CM, MP	ITD-914, ITD-915	
630	Pavement Markings - General	CM, MP	ITD-915	
634	Mailbox - General	Fe, CM, MP	ITD-914, ITD-915	
640	Geosynthetics - General	CM, MP	ITD-915	
641	Biaxial Geogrid	CM, MP	ITD-915	
652	Underground Sprinkler System - All Items	CM, MP	ITD-915	
656	Traffic Signal Installation - General	Fe, CM, MP	ITD-914, ITD-915	
Misc. Items	Epoxies	CM, MP	ITD-915	

Notes:

1. Code Key: Fe = iron & steel, CM = Construction Material, MP = Manufactured Product, BA N/A = Item determined not to apply to BA.
2. The ITD-914 applies to Iron and steel products only. There is no change to the Buy America certification process for Iron and Steel.
3. This table makes additional requirements to the existing 270 table only; the existing ITD-914 requirements for Iron and Steel are not restated.
4. Buy America requirements apply to all iron and steel items no matter what form of manufacturing or material combinations are used.
5. The ITD-915 applies to Construction Materials and Manufactured Products.
6. Besides Fe and CM, no other products/items are considered by the Department to be applicable to these Buy America requirements.
7. Field assembly does not constitute a manufactured process and does not necessarily preclude applicability to Buy America requirements.
8. Wood products, even when treated, are considered Construction Materials.
9. Any justification denying applicability to the Buy America requirements is to be submitted on/with the ITD-915 form.

Section 470.01 Exceptions.

In the sixth full paragraph, replace the sentence with:

Exceptions to the Buy America specification must be presented to FHWA for determination of a resolution, see Section 230.01.02 Buy America.

Title VI Special Provisions

In compliance with the United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A):

"The Idaho Transportation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

During the performance of work covered by this Contract, the Contractor for themselves, their assignees and successors in interest agree as follows to adhere to Appendix A and E of the USDOT Standard Title VI/Non-Discrimination Assurances:

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA), to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration (FHWA), as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration (FHWA) may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the

Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: ID20260091 05/18/2026

State: Idaho

Construction Types: Highway

Counties: Idaho Counties of
Bannock

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ENGI0370-043 01/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR:(GROUP 6): BLADE
 OPERATOR, BACKHOE/TRACKHOE/EXCAVATOR (3/4 YDS- 3
 1/2 YDS, FRONT END LOADER (OVER 4 YDS TO AND
 INCLUDING 7YDS) ZONE PAY: ZONE 1 0 - 30
 MILES: FREE ZONE 2 30 - 60 MILES: \$30.00/PER
 DAY ZONE 3 MORE THAN 60 MILES: \$35.00/PER DAY
 IF A PROJECT IS LOCATED IN MORE THAN ONE ZONE THE
 LOWER ZONE RATE SHALL APPLY ZONES SHALL BE
 MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:
 BOISE: 304 N. 8TH STREET TWIN FALLS: 253 2ND AVE.
 WEST POCATELLO: CLARK STREET IDAHO FALLS: 875
 NORTH CAPITAL AVE. BOOM PAY: ALL CRANES AND
 CONCRETE PUMP BOOM TRUCKS 100 FT TO 150 FT
 \$.15 OVER SCALE 150 FT TO 200 FT
 \$.30 OVER SCALE OVER 200 FT \$.45
 OVER SCALE.....\$ 36.98

POWER EQUIPMENT OPERATOR: GROUP 8 BULLDOZER ZONE
 PAY: ZONE 1 0 - 30 MILES: FREE ZONE 2 30 - 60
 MILES: \$30.00/PER DAY ZONE 3 MORE THAN 60 MILES:
 \$35.00/PER DAY IF A PROJECT IS LOCATED IN MORE
 THAN ONE ZONE THE LOWER ZONE RATE SHALL APPLY
 ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S.
 POST OFFICES: BOISE: 304 N. 8TH STREET TWIN
 FALLS: 253 2ND AVE. WEST POCATELLO: CLARK STREET
 IDAHO FALLS: 875 NORTH CAPITAL AVE.\$ 37.58

POWER EQUIPMENT OPERATOR: GROUP 7 GRADER (FINE),
 FRONT END LOADER (OVER 7 YDS), HEAVY DUTY MECHANIC
 ZONE PAY: ZONE 1 0 - 30 MILES: FREE ZONE 2
 30 - 60 MILES: \$30.00/PER DAY ZONE 3 MORE THAN
 60 MILES: \$35.00/PER DAY IF A PROJECT IS LOCATED
 IN MORE THAN ONE ZONE THE LOWER ZONE RATE SHALL
 APPLY ZONES SHALL BE MEASURED FROM THE THE
 FOLLOWING U.S. POST OFFICES: BOISE: 304 N. 8TH
 STREET TWIN FALLS: 253 2ND AVE. WEST POCATELLO:
 CLARK STREET IDAHO FALLS: 875 NORTH CAPITAL AVE.
 BOOM PAY: ALL CRANES AND CONCRETE PUMP BOOM
 TRUCKS 100 FT TO 150 FT \$.15 OVER SCALE
 150 FT TO 200 FT \$.30 OVER SCALE
 OVER 200 FT \$.45 OVER SCALE.....\$ 37.35

16.10

16.10

16.10

POWER EQUIPMENT OPERATOR: GROUP 5 ELEVATING
 GRADER OPERATOR, BACKHOE/TRACKHOE/EXCAVATOR (UNDER
 3/4 YDS) ZONE PAY: ZONE 1 0 - 30 MILES: FREE
 ZONE 2 30 - 60 MILES: \$30.00/PER DAY ZONE 3
 MORE THAN 60 MILES: \$35.00/PER DAY IF A PROJECT
 IS LOCATED IN MORE THAN ONE ZONE THE LOWER ZONE
 RATE SHALL APPLY ZONES SHALL BE MEASURED FROM THE
 THE FOLLOWING U.S. POST OFFICES: BOISE: 304 N.
 8TH STREET TWIN FALLS: 253 2ND AVE. WEST
 POCATELLO: CLARK STREET IDAHO FALLS: 875 NORTH
 CAPITAL AVE. BOOM PAY: ALL CRANES AND CONCRETE
 PUMP BOOM TRUCKS 100 FT TO 150 FT \$.15
 OVER SCALE 150 FT TO 200 FT \$.30 OVER
 SCALE OVER 200 FT \$.45 OVER SCALE..\$ 36.81 16.10
 POWER EQUIPMENT OPERATOR: GROUP 4 FRONT END
 LOADER (UP TO 4YD) ZONE PAY: ZONE 1 0 - 30
 MILES: FREE ZONE 2 30 - 60 MILES: \$30.00/PER
 DAY ZONE 3 MORE THAN 60 MILES: \$35.00/PER DAY
 IF A PROJECT IS LOCATED IN MORE THAN ONE ZONE THE
 LOWER ZONE RATE SHALL APPLY ZONES SHALL BE
 MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:
 BOISE: 304 N. 8TH STREET TWIN FALLS: 253 2ND AVE.
 WEST POCATELLO: CLARK STREET IDAHO FALLS: 875
 NORTH CAPITAL AVE.\$ 36.64 16.10
 POWER EQUIPMENT OPERATOR: GROUP 3 ROLLER ZONE
 PAY: ZONE 1 0 - 30 MILES: FREE ZONE 2 30 - 60
 MILES: \$30.00/PER DAY ZONE 3 MORE THAN 60 MILES:
 \$35.00/PER DAY IF A PROJECT IS LOCATED IN MORE
 THAN ONE ZONE THE LOWER ZONE RATE SHALL APPLY
 ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S.
 POST OFFICES: BOISE: 304 N. 8TH STREET TWIN
 FALLS: 253 2ND AVE. WEST POCATELLO: CLARK STREET
 IDAHO FALLS: 875 NORTH CAPITAL AVE.....\$ 36.33 16.10

LAB00238-035 06/01/2019

Rates

Fringes

LABORER: PIPELAYER ZONE DIFFERENTIAL (ADD TO
 ZONE 1 RATES): ZONE 2 - \$2.00 BASE POINTS: PASCO
 ZONE 1: 0-45 RADIUS MILES FROM THE MAIN POST
 OFFICE. ZONE 2: 45 RADIUS MILES AND OVER FROM
 THE MAIN POST OFFICE.....\$ 28.48 13.00

SUID2013-019 06/17/2013

Rates

Fringes

TRUCK DRIVER: WATER TRUCK.....\$ 21.54 12.19
 TRUCK DRIVER: OIL DISTRIBUTOR TRUCK.....\$ 23.93 11.27
 TRUCK DRIVER: LOWBOY TRUCK.....\$ 26.61 13.21
 TRUCK DRIVER: DUMP TRUCK.....\$ 21.59 10.93
 TRAFFIC CONTROL: LABORER-CONES/
 BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....\$ 17.69 4.66
 OPERATOR: SCREED.....\$ 22.30 7.22
 OPERATOR: ROLLER (SUBGRADE).....\$ 19.99 7.99
 OPERATOR: PAVER (ASPHALT, AGGREGATE, AND
 CONCRETE).....\$ 24.37 7.11
 OPERATOR: OILER.....\$ 22.25 6.52
 OPERATOR: FORKLIFT.....\$ 23.13 9.17
 OPERATOR: CRANE.....\$ 23.34 9.45
 OPERATOR: BROOM/SWEEPER.....\$ 24.34 8.04
 OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....\$ 21.15 8.20
 LABORER: MASON TENDER - CEMENT/CONCRETE.....\$ 22.34 10.90
 LABORER: GRADE CHECKER.....\$ 20.64 7.37
 LABORER: COMMON OR GENERAL.....\$ 19.18 7.65
 LABORER: ASPHALT, INCLUDES RAKER, SHOVELER,

SPREADER AND DISTRIBUTOR.....	\$ 19.38	7.63
HIGHWAY/PARKING LOT STRIPING: PAINTER.....	\$ 25.47	9.52
ELECTRICIAN.....	\$ 26.33	11.45
CEMENT MASON/CONCRETE FINISHER.....	\$ 22.90	11.99
CARPENTER, EXCLUDES FORM WORK.....	\$ 23.92	9.84
CARPENTER (FORM WORK ONLY).....	\$ 26.24	9.48

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than **◆SU◆**, **◆UAVG◆**, **◆SA◆**, or **◆SC◆** denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took

effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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Prompt Payment

CONTRACTOR'S AFFIDAVIT CONCERNING PROMPT PAYMENT OF SUB-CONTRACTORS

48 CFR 52.232 Sections 25-27

The undersigned being duly sworn upon oath, deposes and says that _____ (Bidder) will comply with 48 CFR 52.232 Sections 25-27 that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractors.

The retainage of this project will not be paid to the prime contractor until all of the subcontractors have signed a "Subcontractor Confirmation of Prompt Payment" form upon substantial completion of the project, verifying the prime contractor followed the guidelines of 68 FR 35553.

_____ Name of Contractor

_____ Address

_____ Signed by

_____ Key Number

_____ Project Name

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

Notary Public for _____

Residing at _____

My Commission Expires _____

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

Subcontractor Confirmation of Prompt Payment

48 CFR 52.232 Sections 25-27

The undersigned being duly sworn upon oath, deposes and says that _____
(Prime Contractor) has complied with 48 CFR 52.232 Sections 25-27 that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractors.

The retainage of this project will not be paid to the prime contractor until all of the subcontractors have signed a "Subcontractor Confirmation of Prompt Payment" form upon substantial completion of the project, verifying the prime contractor followed the guidelines of 68 FR 35553.

_____ Name of Subcontractor

_____ Address

_____ Signed by

_____ Key Number

_____ Project Name

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

Notary Public for _____

Residing at _____

My Commission Expires _____

**THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED TO THE PRIME CONTRACTOR IN ORDER
FOR THE RETAINAGE TO BE PAID AND THE PROJECT CLOSED OUT.**

Acceptance of material will be according to the contract, plans and specifications, including the ITD QA Manual. The number of samples taken shall not be determined exclusively by this schedule, but shall represent the quantity used as required by the minimum test requirements for acceptance and the Independent Assurance Program.

BID #	MATERIAL	PURPOSE OF TESTING	SPEC. REF.	TEST METHOD	REQUIRED REPORT FORM NO.	MINIMUM FREQUENCY	REMARKERS, NOTES, OR ADDITIONAL INSTRUCTIONS	BID QUANTITY	MINIMUM NO. TESTS/ CERTS REQ.	# COMPLETED QUANTITY CERTIFIED	VERIFIED BY (CONSULTANT INITIALS)
			SAMPLED BY	TESTED BY							
BID ITEM NO. & DESCRIPTION: 107-019A - SURVEY MONUMENT PRESERVATION											
107-019A	Survey Monument Preservation	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	2000 CA	RE-LETTER		
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 201-005A - CLEARING AND GRUBBING											
201-005A	Clearing And Grubbing	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	0.39 Acres	RE-LETTER		
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 202-005A - SELECTIVE REMOVAL OF TREES INCLUDING STUMPS											
202-005A	Selective Removal of Trees Including Stumps	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	2 Each	RE-LETTER		
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 203-006A - REMOVAL OF SIGN											
203-006A	Removal of Sign	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	1 Each	RE-LETTER		
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 203-015A - REMOVAL OF BITUMINOUS SURFACE											
203-015A	Removal of Bituminous Surface	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	317.3 SY	RE-LETTER		
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 203-025A - REMOVAL OF CATCH BASIN											
203-025A	Removal of Catch Basin	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	1 Each	RE-LETTER		
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 203-075A - REMOVAL OF FENCE											

203-075A	Removal of Fence	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	94 FT	RE-LETTER			
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 203-123A - REMOVAL OF MISCELLANEOUS ITEMS (PIPE)												
203-123A	Removal of Miscellaneous Items (Pipe)	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	45 FT	RE-LETTER			
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 205-005A - EXCAVATION												
205-005A	Excavation Class C Compaction. Excavated to Top of Subgrade or below Natural Ground under Embankments	ACCEPTANCE In-Place Density	205.03-F	AASHTO T 99 AASHTO T 180 AASHTO T 272 Idaho IT-74 AASHTO T 310 Method B	ITD-850	Each 5000 SY	Document compaction effort (equipment, number of passes, etc) for lifts not tested. After remedial efforts, obtain check tests within 10 feet and at same depth as original test. See QA Manual Section 215.00	35 CY	1			
			Contractor	Contractor								
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 205-040A - GRANULAR BORROW												
205-040A	Granular Borrow, Subgrade, and Embankment Fill	ACCEPTANCE In-Place Density	205.03-F	AASHTO T 99 AASHTO T 180 AASHTO T 272 Idaho IT-74 AASHTO T 310 Method B	ITD-850	Each 5,000 CY but not less than one test per lift for each bottom 3 and each top 3 lifts and 1 test every 5,000 CY in between.	Document compaction effort (equipment, number of passes, etc) for lifts not tested. After remedial efforts, obtain check tests within 10 feet and at same depth as original test. See QA Manual Section 215.0	1000 CY	1			
			Contractor	Contractor								
		ACCEPTANCE Sand Equivalent	205.02	AASHTO T 27 AASHTO T 11 AASHTO T 176 Alt. Method 2 Mechanical	ITD-901	Each 10,000 CY	Sand equivalent requirements do not apply to Recycled Asphalt Pavement used as borrow.		1			
			Contractor	Contractor								
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 210-005A - STRUCTURE EXCAVATION SCHEDULE NO. 1												
210-005A	Structure Excavation Schedule No. 1	ACCEPTANCE Visual	No Testing Required	No Testing Required	ITD-854			31 CY	RE-LETTER			
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 210-015A - COMPACTING BACKFILL												
210-015A	Compacting Backfill (Structure Backfill)	ACCEPTANCE In-Place Density	210.03	AASHTO T 99 AASHTO T 180 AASHTO T 272 Idaho IT-74 AASHTO T 310 Method B	ITD-850	Each 2,500 CY or 4,000 Tons for each structure component	Document compaction effort (equipment, number of passes, etc) for lifts not tested. After remedial efforts, obtain check tests within 10 feet and at same depth as original test. See QA Manual Section 215.0	31 CY	1 test on each side of structure			
			Contractor	Contractor								
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 212-011A - FIBER WATTLE												
212-011A	Fiber Wattle	ACCEPTANCE Certification	711.20		ITD-851	Total Quantity Paid	Certified noxious weed-free grain straw	371 FT	Total QTY Paid			
			Manufacturer	Manufacturer								
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 212-020A - SILT FENCE												

212-020A	Silt Fence	ACCEPTANCE Certification	212.03-B 718.09		ITD-849	Total Quantity Paid	See QA Manual Section 230.09	468 FT	Total QTY Paid			
			Manufacturer	Manufacturer								
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 213-010A - TOPSOIL												
213-010A	Topsoil	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00	1056.3 SY	RE-LETTER			
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 303-022A - 3/4" AGGREGATE TYPE B FOR BASE												
303-022A	3/4" Aggregate Type B for Base	ACCEPTANCE Visual Inspection	No Testing Required	No Testing Required	ITD-851	Total Quantity Paid	Small Quantity - Compaction effort and equipment noted on daily diary.	178.5 Ton	CERT			
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks					
BID ITEM NO. & DESCRIPTION: 405-435A - SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-3												
405-435A	Mix Design (Review by Engineer)		405		Refer to the 405 Section for mix design requirements			66.7 Ton	1			
			Supplier	Supplier								
	PG Binder	ACCEPTANCE Certification	702.01 702.05		ITD-966 or manufacturer certification (Bill of Lading)	Each shipment to project	See QA Manual Section 230.10. No smples required when quantity is less than 22 Tons.		TQP			
			Manufacturer	Manufacturer								
		ACCEPTANCE Density (Cores)	405.03	AASHTO R 67 AASHTO T 166 METHOD A AASHTO T 209	ITD-892	5 Stratified random cores	Density acceptance will be determined from the average of the cores. The average max specific gravity from the mix design will be used to determine core density.		5 CORES			
									Contractor	Contractor		
Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks						
BID ITEM NO. & DESCRIPTION: 502-065A - CONCRETE CLASS 40 AF												
502-065A	Concrete Ready Mix Plant Inspection		Contractor	Contractor	ITD-893 or equivalent	1 per project	Inspection of plant is valid for 1 year	16.6 CY	1			
	Mix Design	ACCEPTANCE Admixtures (Approved List)	709.02 709.03 709.04 709.05	ATM C494 AASHTO M 154	QPL							
			Contractor	Contractor								
	Fine Aggregate	ACCEPTANCE Grandation Sand Equivalent	409.02 703.02	FOP for AASHTO R 90 FOP for AASHTO R 76 FOP for AASHTO T 27 FOP for AASHTO T 11 FOP for AASHTO T 176 Alt. Method 2 Mechanical	ITD-901 OR ITD-1043	Each 500 CY of concrete placed	Frequency applies to multiple concrete items from same concrete plant per project.		1			
									Contractor	Contractor		
	Coarse Aggregate	ACCEPTANCE Grandation	409.02 703.02	FOP for AASHTO R 90 FOP for AASHTO R 76 FOP for AASHTO T 27	ITD-901 OR ITD-1043	Each 500 CY of concrete placed	Frequency applies to multiple concrete items from same concrete plant per project. Wash method not required.		1			
									Contractor	Contractor		
	Cement	ACCEPTANCE Certification	701.01	AASHTO M 85 or AASHTO M 240 Total Alkali	ITD-968 with bill of lading attached	Each week concrete is placed representing the amount of cement used	Supplier Certification		CERT			
									Manufacturer	Manufacturer		

	Secondary Cementitious Material	ACCEPTANCE Certification	714		ITD-968 with bill of lading attached	Each week concrete is placed representing the amount of SCM used.		CERT		
	Concrete Production of 3,500 psi or greater	FIELD ACCEPTANCE Slump Air Content Temperature Unit Weight Cement Factor W/C Ratio	502.02	WAQTC TM 2 AASHTO T 119 AASHTO T121 AASHTO 309 AASHTO T 152	ITD-70	First load, then randomly each 50 CY until quantity exceeds 100 CY. Thereafter randomly every 100 CY but not less than one per day.		When there is a failing test, obtain check tests immediately and continue checking each load until 2 consecutive tests are passing. Computerized batch ticket accompanies each load to project.		
			Contractor	Contractor						
		ACCEPTANCE Compressive Strength Surface Resistivity	502.02	AASHTO T 22 AASHTO T 23 AASHTO T 358	ITD-1044 (Sample Data) ITD-845 (Lab Report)	1 Set of three 28 day cylinders and 1 set of two 7 day cylinders. Not less than 1 per day.		A single sample of concrete must be sufficient size for cylinders, air, slump, and unit weight testing.		
			Contractor	Contractor						
Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 503-020A - EPOXY COATED METAL REINFORCEMENT										
503-020A	Epoxy Coated Metal Reinforcement	ACCEPTANCE Certification	503.02 708.02	ASTM A775	ITD-914 with mill test reports attached for steel/iron and with Holiday and coating thickness test reports attached	Total Quantity Paid	Provide Manufacturer Certification	2883 LB	CERT	
			Manufacturer	Manufacturer	ITD 1044(3A) (Sample Data) ITD: 1810 (ITD-812 Lab Report)	Field sample every size and heat number from deliveries to project	FedEx or overnight samples. Reject failing heat numbers. See QA Manual Section 230.03.02			
		VERIFICATION Laboratory Tests	503.02							
			Contractor	ITD Central Lab						
Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 505-030A - PROVIDE AND DRIVE STEEL H PILE (12 X 74)										
505-030A	Provide and Drive Steel H Pile (12 x 74)	ACCEPTANCE Certification	505.02 708.08	ASTM A36	ITD-914 with mill test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01 and 230.03.	128 FT	CERT	
			Manufacturer	Manufacturer						
Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 505-185A - PROVIDE AND DRIVE TEST PILE (PH-12 X 74)										
505-185A	Provide and Drive Test Pile (PH-12 x 74)	ACCEPTANCE Certification	505.02 708.08	ASTM A36	ITD-914 with mill test reports attached for steel/iron	Total Quantity Paid	See QA Manual Section 230.01 and 230.03.	96 FT	CERT	
			Manufacturer	Manufacturer						
Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 521-005A - DYNAMIC PILE TESTING										
521-005A	Dynamic Pile Testing	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid		2 Each	RE-LETTER	
Test No.	Test Date	Form Used	Accept/ Verif.	Qty.		Remarks				
BID ITEM NO. & DESCRIPTION: 521-010A - CAPWAP ANALYSIS										
521-010A	CAPWAY Analysis	ACCEPTANCE Inspection	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid		4 Each	RE-LETTER	
Test No.	Test Date	Form Used	Accept/ Verif.	Qty.		Remarks				
BID ITEM NO. & DESCRIPTION: 574-005A - ANTI-GRAFFITI COATING										
574-005A	Anti-Graffiti Coating	ACCEPTANCE Certification	No Testing Required	No Testing Required	ITD-851	Total Quantity Paid	Provide Manufacturer Certification	286 SF	CERT	
Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				

BID ITEM NO. & DESCRIPTION: 621-005A - SEED BED PREPARATION											
621-005A	Seed Bed Preparation	ACCEPTANCE Visual	No Testing Required	No Testing Required	ITD-854	Total Quantity Paid		0.22 Acre	RE-LETTER		
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 621-010A, 621-015A, 621-025A, 621-035A - SEEDING, MULCHING, MULCH ANCHORING (TACKIFIER), FERTILIZING											
621-010A, 621-015A, 621-025A, 621-035A	Seeding, Mulching, Mulch Anchoring (Tackifier), Fertilizing	ACCEPTANCE Certification	711.05 711.07 711.10 711.16	AOSA	ITD-851* with Laboratory Analysis Report attached	Total Quantity Paid	See QA Manual Section 230.12Note: State furnished seed is accepted to use on projects but MUST be sampled and tested. Unless it meets all the parameters in QA Manual 230.12. Include completed ITD-1044 to test lab with seed sample. Send copy of ITD-1044 to HQ Highway Operations, Attention: Roadside Program Administrator *ITD 851 for Contractor supplied seed and not needed for State furnished seed.	Seeding & Fertilizing = 0.22 Acre. Mulching & Mulch Anchoring (Tackifier) = 0.44 Acre	CERT		
			Licensed Supplier/ Manufacturer	Licensed Supplier/ Manufacturer							
			704.02								
			Manufacturer	Manufacturer							
		VERIFICATION Laboratory Test (Seed Only)	711.05	Purity and Viability, (Germination & Tetrazolium (TZ)) (Boise) ISDA Seed Laboratory	ISDA Test Results	1 for each individually packaged seed containers from each species					
		Contractor	(Boise) ISDA Seed Laboratory	ITD-851	Total Quantity Paid						
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 624-005A - LOOSE RIPRAP											
624-005A	Loose Riprap	ACCEPTANCE Inspection	711.04	Visual Inspection	ITD-854	Total Quantity Paid	RE Letter-See QA Manual Section 250.00 Initial testing required for Apparent Specific Gravity, Absorption, (AASHTO T 85) and Coarse durability Index, (AASHTO T 210). Only visual inspection during placement.	79 CY	RE-LETTER		
			Contractor	Contractor							
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 626-010A - TEMPORARY TRAFFIC CONTROL SIGNS											
626-010A	Traffic Control Signs	ACCEPTANCE Inspection	712.02 Reflectivity		ITD-854	Total Quantity Paid	Must meet MASH or NCHRP-350 requirements	66 SF	RE-LETTER		
			Manufacturer	Manufacturer							
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 626-040A - BARRICADE TYPE 3											
626-040A	Barricade Type 3	ACCEPTANCE Inspection	712.02 Reflectivity		ITD-854	Total Quantity Paid	Must meet MASH or NCHRP-350 requirements	3 Each	RE-LETTER		
			Manufacturer	Manufacturer							
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 626-050A - DRUMS											
626-050A	Drums	ACCEPTANCE Inspection	712.02 Reflectivity		ITD-854	Total Quantity Paid	Must meet MASH or NCHRP-350 requirements	6 Each	RE-LETTER		
			Manufacturer	Manufacturer							
	Test No.	Test Date	Form Used	Accept/ Verif.	Qty.	P/F	Remarks				
BID ITEM NO. & DESCRIPTION: 626-105A - TEMPORARY TRAFFIC CONTROL MAINTENANCE											



**Your Safety • Your Mobility
Your Economic Opportunity**

Pollution Prevention Plan **Idaho Transportation Department (ITD)**

ITD 2788 (Rev. 04-18)
itd.idaho.gov



Instructions

The Pollution Prevention Plan (PPP) is a requirement for ITD projects which do not have coverage under the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP).

Prior to ground disturbing activities, the Contractor designated support areas shall be identified and the disturbed area shall be recalculated to determine if the project is still exempt from NPDES permitting requirements.

To help you develop the PPP use the following template. This template is designed to guide you through the PPP development process and help ensure that your PPP addresses all the necessary elements. EPA's 2007 guidance document titled *Developing Your Stormwater Pollution Prevention Plan* can also be used to help you develop your PPP. This guide can be found at: <https://www.epa.gov/npdes/developing-stormwater-pollution-prevention-plan-swppp>. On the ITD's stormwater management website: <http://itd.idaho.gov/env/> other useful information including the Best Management Practices Manual, Standard Drawings, and other stormwater forms and templates is available.

Using the PPP Template: This template was developed so that you can easily add text or tables. Some sections may require only a brief description while others may require more extensive explanation. Modify this template so that it meets the specific needs of your project.

Multiple operators may share the same PPP, but make sure that responsibilities are clearly described, and that all signatory requirements are met.

The Best Management Practices (BMPs) from ITD's BMP Manual are listed in tables throughout the template. Refer to the manual for further guidance on each BMP. The link is provided above.

Applicable Federal, Tribal, State, or Local Programs

The PPP shall meet the requirements of Sections 107.17 and 212 of the Standard Specifications for Highway Construction and be consistent with all applicable federal, state, tribal, and/or local requirements or ordinances, including MS4 requirements, for erosion control and stormwater management and compliance.

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Pollution Prevention Plan Narrative Site Information

Key Number 23905	Project Name Brennan Trail Extension and Pedestrian Bridge		
Location/Address Aspen Ln		City Pocatello	County Bannick
			Zip Code 83204
Beginning Milepost (if applicable) N/A	Ending Milepost (if applicable) N/A		

Operator(s)**Local Highway Technical Assistance Council** Choose an item.

LHTAC Contact Name Karissa Nelson		Title Environmental Engineer	
Office Address 3330 Grace Street	City Boise	County Ada	Zip Code 83642
Telephone Number 208-530-7450	E-mail Address knelson@lhtac.org	Fax Number	

Local Sponsor Choose an item.

Organization Name		Contact Name	
Organization Address	City	State	Zip Code
Telephone Number	E-mail Address	Fax Number	

Contractor's PPP and 24 Hour Emergency Contact Information

Company/Organization Name		Site Manager's Printed Name	
Company/Organization Address	City	State	Zip Code
Telephone Number for 24/7/365 Availability	E-mail Address	Fax Number	

Estimated Project Start Date Fall 2026**Estimated Project End Date Fall 2026**

Section 1 - Project/Site Information**Location Information**

Project/Site Name Brennan Trail Extension and Pedestrian Bridge	Project Street/Location/Milepost/Route Sacajawea Park		
City Pocatello	County Bannick	ZIP Code 83204	

Contact Information/Responsible Parties**Prime Contractor**

Company/Organization Name				
Company/Organization Address		City	State	Zip Code
Telephone Number	E-mail Address		Fax Number	
Area of Control (if there is more than one operator at the site)				

Project Manager(s) or Site Supervisor(s)

Company/Organization Name		Manager/Supervisor's Name(s)		
Company/Organization Address		City	State	Zip Code
Cell Phone Number	E-mail Address		Fax Number	
Area of Control (if there is more than one operator at the site, insert area of control for each)				

PPP Preparer Information (Contractor)

Company/Organization Name		Preparer's Name		
Company/Organization Address		City	State	Zip Code
Cell Phone Number	E-mail Address			

LHTAC Resident Engineer Information

Engineer's Name Kevin Kuther

Address 3330 Grace Street		City Boise	Zip Code 83703
Cell Phone Number 208-530-7450	E-mail Address knelson@lhtac.org		Fax Number

General Scope of Work or Project Description

The Project consists of constructing a pedestrian bridge across the Portneuf River in Pocatello to connect the Brennan Trail with the existing city trail system to the west.

Activity Description by Responsible Party

To add more rows, hit Tab in the last cell of the table.

Name and Contact Information for Subcontractor	Area of Subcontractor Controls/Work Performed

Soils, Slopes, Vegetation, Existing Drainage Patterns, Climate

Soil Type(s)
Slopes - Describe existing slopes and any changes due to construction activities
Drainage Patterns - Describe existing drainage patterns and note any changes due to construction
Existing Vegetation
Climate/Rainfall Patterns – Select amount that applies Choose an item.

Construction Site Estimates

The following are estimates of the project disturbance. Show acreage to the nearest 0.25 acre

Project site area to be disturbed – 0.50 acres

Off-site waste sites to be disturbed - acres

Off-site borrow/source sites to be disturbed - acres

Staging Area to be disturbed – 0.25 acres

Total project disturbed area – 0.75 acres

Receiving Waters

Describe receiving surface waters (if applicable)

Portneuf River

Describe receiving storm sewer systems (if applicable) and note MS4 areas

Runoff

List immediate downstream water bodies (water bodies that are connected or would receive a direct discharge from the Project) that have been listed as impaired for sediment or waters subject to TMDLs by the Idaho Department of Environmental Quality (IDEQ) under Section 303(d) of the CWA

Site Features and Sensitive Areas that Require Protection

Provide a description of any unique features (such as wetlands) that require protection (if applicable)

If applicable, describe measures to protect these unique features

PPP Plans and Site Maps

The PPP will show the following locations:

- Temporary and permanent BMPS
- On-site staging areas, off-site material, waste, borrow or equipment storage or staging areas
- Locations of all ITD defined hazardous materials
- Any industrial stormwater discharges other than from project construction
- Waters of the United States including wetlands
- Storm sewer inlets

Insert a copy of all applicable Plan Sheets and/or Site Maps in **Appendix A**

Potential Sources of Pollution

Use the table below to identify all potential pollutants and sources, other than sediment, to stormwater runoff

Trade Name Material	Stormwater Pollutants	Location or N/A
Fuels and/or Lubricants	Petroleum Distillates	
Hydraulic Oils	Mineral Oil	
Asphalts	Petroleum Distillates	
Concrete/Curing Compounds	pH	
Anti-freeze	Glycol, Heavy Metals	
Paints	Organic Chemicals, VOCs	
Fertilizers	Nutrients-Nitrogen, Phosphorous	
Sanitary Toilets	Bacteria, Viruses, Parasites	

Add additional rows as needed by hitting Tab in the last cell of the table

Each of the pollutants listed in the table above must be addressed with a specific BMP.

Section 2 - Erosion and Sediment Control BMPs

In the tables provided below, check the boxes of the BMPs that will be used on your project. Delete the BMPs that will not be used, or leave unchecked. Add any BMPS that might be required to meet your project needs.

BMPs should be implemented as needed at all designated staging and storage areas, source and borrow sites, and disposal/excess material/waste sites prior to initiating any ground disturbance activities in these areas.

➡ **Note: In the following tables, ITD SD SPECS and Drawings, and BMP Numbers from ITD BMP Manual are referenced beside each BMP**

Minimize Disturbed Area and Protect Natural Features and Soil

BMPs	Specification(s)	Check if Used	Implementation Schedule
Preservation of Existing / Natural Vegetation	- SD SPECS (201 and 202) - EC-2	☒	Date Location (Stations or MP)

Preservation of natural existing vegetation shall be utilized throughout the project, where practical, to minimize erosion potential, minimize total ground disturbance, and minimize stormwater movement off site. Existing vegetated buffers (including preserving mature vegetation and trees) shall be utilized to minimize stormwater erosion potential and down slope movement to any watershed, water feature (including irrigation amenities or domestic water sources), or area susceptible to stormwater or surface water movement. The vegetated buffers shall consist of areas of undisturbed vegetation including grasses, shrubs, woody plants, and trees that are located between the traversed roadway section and the existing swales, ditches, canals, wetlands, and intermittent/perennial streams or rivers that are located within ITD right-of-way. The vegetated buffers shall be left undisturbed throughout the project life and act as permanent erosion and sediment control BMPs to ensure short and long-term slope stability.

Phase Construction Activity

BMP	Specification(s)	Check if Used	Implementation Schedule
Scheduling and Sequencing of Construction Activities	- SD SPECS (108, 205, and 212) - EC-1	☐	Date Location (Stations or MP)

The specific scheduling and sequencing of construction activities are required to be outlined by the Contractor and become a permanent part of the PPP. Records must be maintained as part of the PPP and shall include dates and durations when major activities occur (i.e. soil disturbing activities); dates when construction activities temporarily or permanently cease on a portion of the site; and dates when stabilization measures have been initiated and are obtained. Scheduling and sequencing of construction activities including the CMP Schedule shall be documented in this PPP by the Contractor. Describe major phases of construction in the spaces provided here:

Phase I

-
-

Phase II

-
-

Repeat as needed for additional Phases

Control Stormwater Flowing Onto and Through the Project

BMP	Specification(s)	Check if Used	Implementation Schedule
Coffer and Tarp Dams / Water Filled Bladders/ Aprons	- SD SPECS (210 and 501) - EC-3	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Interceptor Ditches / Diversion Channels/Ditches	- SD SPECS (208, 209, and 212) - SD Drawings (P-1-D, P-1-E, and P-2-E) - EC-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Slope Drains	- SD SPECS (212 and 706) - SD Drawings (P-1-A) - EC-5	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Dikes / Berms	- SD SPECS (205, 209, and 212) - SD Drawings P-1-F and P-1-E - SC-1	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Channel Protection:	- Check Dams / Flexible Liners / Rigid Liners - SD SPECS (209, 212, 512, 623, 624, 711, 715, and 718) - SD Drawings (P-1-D, P-2-A, P-2-B, P-2-C, and P-2-D) - SC-2, PC-3, PC-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Retention/Detention Sediment Basin(s)/Trap(s)	- SD SPECS (205 and 212) - SD Drawings (P-1-A, P-1-C, P-1-D, P-1-E, P-4-A, and P-4-B) - SC-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Clear Water Diversion	- SD SPECS (N/A) - NS-5	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Stabilize Soils and Protect Slopes

BMP	Specification(s)	Check if Used	Implementation Schedule
Hydraulically Applied Erosion Control Products	- SD SPECS (212, 621, and 711) - EC-6	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Hydroseeding	- SD SPECS (621 and 711) - EC-7	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Soil Binders	- SD SPECS (212) - EC-8	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Straw Mulch	- SD SPECS (212, 621, and 711) - EC-9	☐	Date to be Implemented Location (Stations or MP)

BMP	Specification(s)	Check if Used	Implementation Schedule
			Quantity of BMP
Wood Mulch	- SD SPECS (212, 621, and 711) - EC-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Geotextiles, Plastic Covers, and Erosion Control Blanket	- SD SPECS (212, 621, and 711) - EC-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Vegetation-Seeding	- SD SPECS (212 and 621) - EC-12 - ISPWC Section 207	☒	Date to be Implemented Location (Stations or MP) Quantity of BMP
Dust Control	- SD SPECS (104, 106, 107, 205, 212, 621, and 711) - EC-13	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Wind Erosion Control	- SD SPECS (205 and 212) - EC-14	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Protect Storm Drain Inlets

BMP	Specification(s)	Check if Used	Implementation Schedule
Inlet/Outlet Protection	- SD SPECS (212, 640, 711, and 718) - SC-6	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Establish Perimeter Controls and Sediment Barriers

BMP	Specification(s)	Check if Used	Implementation Schedule
Gravel Bag Barrier	- SD SPECS (212) - SC-3	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Sandbag Barrier	- SD SPECS (212) - SC-5	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Silt Fence	- SD SPECS (212 and 718) - SC-7 - ISPWC Section 207	☒	Date to be Implemented Location (Stations or MP) Quantity of BMP

BMP	Specification(s)	Check if Used	Implementation Schedule
Sediment Retention Fiber Rolls	- SD SPECS (N/A) - SC-8 - ISPWC Section 207	☒	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Retain Sediment On-Site

BMP	Specification(s)	Check if Used	Implementation Schedule
Sediment-Desilting Basin	- SD SPECS (212) - SD Drawings (P-1-C, P-1-D, P-4-A) - SC-9	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Retention / Detention Sediment Basin(s) / Trap(s)	- SD SPECS (205 and 212) - SD Drawings (P-1-A, P-1-C, P-1-D, P-1-E, P-4-A, and P-4-B) - SC-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Establish Stabilized Construction Exits and Temporary Haul Roads

BMP	Specification(s)	Check if Used	Implementation Schedule
Street Sweeping and Vacuuming	- SD SPECS (N/A) - SC-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Temporary Construction Entrances	- SD SPECS (104, 205, and 212) - SD Drawings (P-1-F) - SC-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Temporary Roads	- SD SPECS (104, 107, 205, and 212) - SC-12	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Entrance Outlet Tire Wash	- SD SPECS (621) - SD Drawings (P-3-E) - SC-13	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Temporary Stream Crossing	- SD SPECS (602) - NS-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Insert any required additional text or tables here

Section 3 - Good Housekeeping BMPs

All staging areas, material storage/stockpile sites, source sites, disposal/excess material/waste sites, haul roads, temporary roads, construction entrances and exits, and any other disturbed soil areas not defined within the contract documents must be approved by the Resident Engineer and have BMPs implemented prior to approved use. All sites require appropriate erosion, sediment, and pollution prevention control BMPs installed prior to initiation of construction and throughout the length of construction activities. The Contractor is responsible for attaching a record of Environmental Clearance/Approvals and for obtaining any permitting for any Contractor designated sites, including cultural resources, ESA, etc.

The following are material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff. For the purposes of this plan and for any ITD projects, **Hazardous Material** is defined as “any material that poses harmful risks to human health and/or the environment. Includes any hazardous or toxic substance, waste, pollutant, or chemical regulated under the CAA, CWA, TSCA, and/or RCRA; a pollutant or contaminant as any substance likely to cause death, disease, abnormalities, etc. (CERCLA Sec. 101(33)); or those listed in 40 CFR 302. For ITD purposes, petroleum, lead paint, asbestos, and other substances will be considered hazardous materials, as identified in the scope of work”.

- An effort will be made to store only enough product required to complete the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible under a roof or other enclosure that minimizes contact with stormwater
- Products will be kept in their original containers with the original manufacturer’s label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturer’s recommendations for proper use and disposal will be followed
- The site superintendent will inspect daily to ensure proper use and disposal of materials
- Tanks containing fuel will have secondary containment installed to contain any spilled material

Material Handling and Waste Management in Staging Areas

BMP	Specification(s)	Check if Used	Implementation Schedule
Staging and Materials Site Management	- SD SPECS (107) - SD Drawings (P-1-D, P-3-E, and P-5-A) - WM-1	☐	Date to be Implemented Location (Stations or MP)
Solid Waste Management	- SD SPECS (N/A) - WM-6	☐	Date to be Implemented Location (Stations or MP)
Concrete Curing	- SD SPECS (N/A) - NS-12	☐	Date to be Implemented Location (Stations or MP)
Material and Equipment Use Over Water	- SD SPECS (N/A) - NS-13	☐	Date to be Implemented Location (Stations or MP)
Concrete Finishing	- SD SPECS (N/A) - NS-14	☐	Date to be Implemented Location (Stations or MP)
Structure Demolition-Removal Over or Adjacent to Water	- SD SPECS (N/A) - NS-15	☐	Date to be Implemented Location (Stations or MP)
Material Delivery and Storage	- SD SPECS (N/A) - WM-2	☐	Date to be Implemented Location (Stations or MP)
Material Use	- SD SPECS (N/A) - WM-3	☐	Date to be Implemented Location (Stations or MP)

BMP	Specification(s)	Check if Used	Implementation Schedule
Stockpile Management	- SD SPECS (N/A) - WM-4	☐	Date to be Implemented Location (Stations or MP)
		☐	Date to be Implemented Location (Stations or MP)

Solid and source site materials, excess materials, hazardous materials, vehicle equipment and maintenance, sanitary waste management, and waste in general shall be managed at designated staging and waste areas. Staging and waste areas should be located a minimum of 150-ft away from any water feature (including irrigation amenities or domestic water sources) or areas susceptible to stormwater or surface water movement.

Solid and source site materials, include but are not limited to, dedicated asphalt or concrete plants (where the manufacturing of asphalt or concrete will occur on-site), gravel pits, stockpiles, source sites, general construction materials, and excess materials. The Contractor shall use an approved licensed solid waste management company. The Contractor shall reuse and recycle trash, source materials, construction materials, and construction debris unless it is not usable. If it is not usable or cannot be recycled it will be considered solid waste. All solid waste materials, with the exception of source materials, will be collected and disposed of in a securely lidded dumpster and shall be covered and secured at night and during all precipitation events. Any leaky solid waste dumpster must be exchanged or replaced within 24-hours of confirmation. Collection and proper disposal of all leaking materials shall be the responsibility of the Contractor.

The Contractor shall arrange an adequate solid waste disposal schedule to ensure that there is adequate solid waste disposal capacity on-site at all times and that dumpsters do not overflow and are emptied on a regular basis. All solid waste materials shall be removed from the project site throughout the duration and after the project is completed. Solid waste materials shall not be buried, burned, or discharged from the site.

Designate Washout Areas

BMP	Specification(s)	Check if Used	Implementation Schedule
Liquid Waste Management	- SD SPECS (N/A) - WM-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Concrete Waste Management	- SD SPECS (N/A) - SD Drawings (P-5-B) - WM-9	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Entrance/Outlet Tire Wash	- SD SPECS (621) - SD Drawings (P-3-E) - SC-13	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Concrete waste procedures and practices are designed to minimize or eliminate the discharge of concrete waste materials to the storm drain systems or to watercourses. A wash station may also be required to prevent transporting noxious weeds and contaminated soils from a contaminated site to an uncontaminated site or road surface.

Covering or containing hazardous materials or washing contaminated equipment may be required. All vehicle and equipment cleaning and maintenance shall occur in a designated staging site/area and include a water pollution control

equipment wash down area that shall have secondary containment and protection through the use of berms or other erosion and sediment controls or BMPs to reduce or eliminate discharges of pollutants.

The Contractor shall avoid mixing excess amounts of fresh concrete or cement mortar on-site. Storage of dry and wet materials associated with concrete should be located a minimum of 150-ft upslope of any water feature (including irrigation amenities or domestic water sources) or area susceptible to stormwater or surface water movement. The Contractor shall **Never** dispose of concrete, grout, or cement mortar washout into a watershed, water feature, or area susceptible to stormwater or surface water movement. Wash out concrete transit mixers only in designated washout areas. The Contractor shall design a temporary concrete washout station (s) as per ITD Standard Drawing P-5-B. All hardened concrete, grout, or cement mortar waste, including waste generated during equipment cleaning and QA/QC testing, shall be collected and transported to an approved licensed solid waste disposal/processing or recycling site by the Contractor.

Establish Proper Equipment/Vehicle Fueling and Maintenance Practices

BMP	Specification(s)	Check if Used	Implementation Schedule
Vehicle and Equipment Fueling	- SD SPECS (N/A) - SD Drawings (P-5-E) - NS-9	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Vehicle and Equipment Maintenance	- SD SPECS (N/A) - NS-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Pile Driving Operations	- SD SPECS (N/A) - NS-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Drip pans and drip cloths shall be used to drain and replace fluids. Spill prevention kits shall be located on site at all times and readily available in case of a leak, spill, or discharge and used when needed to contain and minimize unwanted and unnecessary leak, spill, or discharge impacts.

Fueling activities should be located at least 150' away from surface water features. If site features do not allow this minimum setback, additional controls may be necessary. Additionally, if more stringent standards are required by permitting agencies or local entities, those standards shall be met.

Vehicles and construction equipment shall be monitored for leaks and receive regular preventative maintenance, and fueled on site using a portable service truck with a portable fuel tank or temporary storage tanks. Fueling shall occur within a hazardous materials containment staging area as approved by the Resident Engineer.

Fueling and/or Maintenance Activity	Practices to be Implemented to Control Spills and/or Exposure to Stormwater

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Add additional rows as needed by hitting Tab in the last cell of the table

Sanitary Waste BMPs

BMP	Specification(s)	Check if Used	Implementation Schedule
Sanitary-Septic Waste Management	- SD SPECS (N/A) - WM-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Sanitary and Septic Waste procedures and practices are used to minimize or eliminate the discharge of construction site sanitary/septic waste materials to the storm drain system or to watercourses. Sanitary/septic waste management practices are implemented on all construction sites that use temporary or portable sanitary/septic waste systems. Temporary portable toilets from an approved licensed sanitary waste company shall be used during the duration of the project and maintained and cleaned as needed. Portable toilets shall be located at designated staging areas and have secondary containment in case of a leak, spill, or discharge. All sanitary waste will be collected from the portable units a minimum once per week. Placement and removal of all portable toilets shall be the responsibility of the Contractor.

Contaminated Soil BMPs

BMP	Specification(s)	Check if Used	Implementation Schedule
Contaminated Soil Management	- SD SPECS (N/A) - WM-8	☐	Date to be Implemented Location (Stations or MP)

Prior to construction or soil disturbance, ITD shall inspect the site for physical contamination. During the construction phase, if the Contractor detects evidence of contamination, or encounters leaks, spills, or discharges are detected, contaminated soils and water should be contained and held for testing whenever contamination is suspected. Any specific contaminant known to exist or that is discovered on site and which has contaminated soil or has the potential to contaminant soil and/or drainages or water features (including irrigation amenities or domestic water sources) shall be reported to the Resident Engineer immediately. The Resident Engineer will coordinate clean-up of contaminated soils with the Idaho Communications Center (Statecom) at 1-800-632-8000.

Allowable Non-Stormwater Discharge Management and Equipment/Vehicle Washing

Non-stormwater (dust control water, water used in road grading, irrigation drainage, springs or ground water dewatering, etc) may combine with stormwater and be present in the discharge at this site. All water shall be treated in the same manner as stormwater runoff. The same BMPs used in this PPP for stormwater runoff shall be implemented to reduce non-stormwater impacts and limit non-stormwater discharges. The use of soap, solvents, and degreasers is specifically prohibited for cleaning use. Uncontaminated water discharge from dust control, dust abatement activities, and water used in road grading or excavation activities and compaction shall not reach waters of the United States.

The following incidental non-stormwater from the sources marked below may combine with stormwater and be present in the discharge at this site.

- ☐ Hydrant or Water Line Flushing
- ☐ Vehicle Wash-Down Water
- ☐ Dust Control Water
- ☐ Irrigation Drainage (including landscape)
- ☐ Spring or Groundwater

- ☐ Air Conditioner Condensate
☐ Uncontaminated Foundation or Footing Drains
☐ Pavement or Building Wash Water
☐ Uncontaminated Excavation Dewatering (without detergents)
☐ Potable Water
☐ No Known Non-Stormwater Sources Apparent

List allowable non-stormwater discharges marked above and the measures used to eliminate or reduce them and to prevent them from becoming contaminated:

Allowable Non-Stormwater Discharges	Measures to be Implemented to Eliminate or Reduce Contamination

Add additional rows as needed by hitting Tab in the last cell of the table

Non-Stormwater BMPs

BMP	Specification(s)	Check if Used	Implementation Schedule
Water Conservation Practices	- SD SPECS (106 and 205) - NS-1	☐	Date to be Implemented Location (Stations or MP)
Dewatering Operations	- SD SPECS (N/A) - NS-2	☐	Date to be Implemented Location (Stations or MP)
Paving and Grinding Operations	- SD SPECS (203) - NS-3	☐	Date to be Implemented Location (Stations or MP)
Potable Water-Irrigation Management	- SD SPECS (N/A) - NS-7	☐	Date to be Implemented Location (Stations or MP)
Vehicle and Equipment Cleaning	- SD SPECS (N/A) - SD Drawings () - NS-8	☐	Date to be Implemented Location (Stations or MP)
Freeze Reduction	- SD SPECS (N/A) - NS-16	☐	Date to be Implemented Location (Stations or MP)
Snow Management	- SD SPECS (N/A) - EC-15	☐	Date to be Implemented Location (Stations or MP)
Snow Accumulation Management	- SD SPECS (N/A) - EC-16	☐	Date to be Implemented Location (Stations or MP)
		☐	Date to be Implemented Location (Stations or MP)

Spill Prevention and Control BMPs

All ITD projects shall follow the Idaho Hazardous Materials/WMD Incident Command and Response Support Plan and ITD Incident Management Plan. In addition, a project Spill Plan shall be provided by the Contractor, and should be

included in **Appendix B**. The ITD BMPs listed below also contain guidance on waste management, spill prevention and control, and cleanup.

BMP	Specification(s)	Check if Used	Implementation Schedule
Spill Prevention and Control	- SD SPECS (N/A) - WM-5	☐	Date to be Implemented Location (Stations or MP)
Hazardous Waste Management	- SD SPECS (N/A) - WM-7	☐	Date to be Implemented Location (Stations or MP)
Illicit Connection-Illegal Discharge Detection and Reporting	- SD SPECS (N/A) - NS-6	☐	Date to be Implemented Location (Stations or MP)
		☐	Date to be Implemented Location (Stations or MP)

Per 40 CFR 112, if petroleum products stored at the construction site aggregate 1,320 gallons or more, a Spill Prevention, Control, and Countermeasure Plan (SPCC) plan will be required.

Section 4 - Permanent Erosion or Sediment Control BMPs

Permanent erosion and sediment control BMPs shall be designated and referenced on the project bid plans in association to their placement locations and amounts, lengths, and types used and as specified by the Engineer. The following permanent erosion and sediment control BMPs or combination of control BMPs will be installed and used to collect, retain, and treat stormwater runoff and pollutant discharges and to provide permanent stabilization of disturbed soils per ITD PPP requirements. In the table provided below, check the boxes of the BMPs that will be used on your project and insert implementation/installation times. Delete the BMPs that will not be used, or leave unchecked.

BMP	Specification(s)	Check if Used	Implementation Schedule
Channel Protection - Check Dams	- SD SPECS (212) - SD Drawings (P-2-B) - PC-1	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Sheet Flow to Buffers	- SD SPECS (N/A) - PC-2	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Channel Protection-Flexible Liners	- SD SPECS (212 and 624) - SD Drawings (P-2-A and P-2-C) - PC-3	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Channel Protection-Rigid Channel Liners	- SD SPECS (209 and 623) - SD Drawings (P-2-D) - PC-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Dikes and Berms	- SD SPECS (205, 209, and 212) - SD Drawings (P-1-E and P-1-F) - PC-5	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Dry Swale	- SD SPECS (N/A) - PC-6	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

BMP	Specification(s)	Check if Used	Implementation Schedule
Wet Swale	- SD SPECS (N/A) - PC-7	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Geosynthetics	- SD SPECS (640 and 718) - PC-8	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Surface Sand Filter	- SD SPECS (N/A) - PC-9	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Subsurface Sand Filter	- SD SPECS (N/A) - PC-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Perimeter Sand Filter	- SD SPECS (N/A) - PC-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Organic Filter	- SD SPECS (N/A) - PC-12	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Pocket Sand Filter	- SD SPECS (N/A) - PC-13	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Bioretention	- SD SPECS (N/A) - PC-14	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Inlet-Outlet Protection	- SD SPECS (212, 608, 609, 640, 711, 718) - SD Drawings (D-1-A, D-1-B, P-1-A, P-1-H, and P-2-F) - PC-15	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Interceptor Ditches	- SD SPECS (208 and 209) - PC-16	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Retaining Walls	- SD SPECS (210 and 512) - PC-17	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Stormwater Basins	- SD SPECS (205 and 212) - SD Drawings (P-1-C and P-4-A) - PC-18	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Extended Detention Basin with Micropool	- SD SPECS (N/A) - PC-19	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Wet Basin	- SD SPECS (N/A) - PC-20	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

BMP	Specification(s)	Check if Used	Implementation Schedule
Wet Extended Detention Basin	- SD SPECS (N/A) - PC-21	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Shallow Wetland	- SD SPECS (N/A) - PC-22	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Extended Detention Shallow Wetland	- SD SPECS (N/A) - PC-23	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Pond Wetland System	- SD SPECS (N/A) - PC-24	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Pocket Wetland	- SD SPECS (N/A) - PC-25	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Sediment Control Box	- SD SPECS (605 and 609) - SD Drawings (E-6-A-F, P-1-H, P-3-A, P-3-B, and P-3-D) - PC-26	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Infiltration Trench	- SD SPECS (N/A) - PC-27	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Infiltration Basin	- SD SPECS (N/A) - PC-28	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Slope Drains - Chutes - Flumes	- SD SPECS (208, 212, 409, 606, 607, and 609) - SD Drawings (D-1-A, D-1-B, and P-2-D) - PC-29	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Rock Armor / Mulch – Turf Reinforced Mat	- SD SPECS (N/A) - PC-30	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Serrations / Roughening	- SD SPECS (205) - ITD Design Manual Sec. 5.6 - PC-31	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Terraces / Benching	- SD SPECS (205) - ITD Design Manual Sec. 5.6 - PC-32	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Topsoil Management	- SD SPECS (213 and 711.09) - PC-33	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Vegetation-Seeding	- SD SPECS (621, 711.05, 711.12, 711.06) - PC-34	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

BMP	Specification(s)	Check if Used	Implementation Schedule
Vegetation-Planting	- SD SPECS (620 and 711.06) - PC-35	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Water Quality Inlet / Oil Grit Separator	- SD SPECS (N/A) - PC-36	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Street Sweeping	- SD SPECS (N/A) - PC-37	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Deep Sump Catch Basin	- SD SPECS (N/A) - PC-38	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
On-line Storage in Storm Drain Network (Vaults)	- SD SPECS (N/A) - PC-39	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Porous Pavements	- SD SPECS (N/A) - PC-40	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Proprietary Manufactured Systems	- SD SPECS (N/A) - PC-41	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Section 5 - Inspection and Maintenance Requirements

Inspections

- Contractor shall inspect and maintain all structural and non-structural control measures for functionality as required by the contract
- Conduct inspections using the inspection and corrective action log form in the Appendix
- Completed, certified, and executed Inspection Forms serve as a Corrective Action Log for ITD projects. These forms should be retained along with this PPP in **Appendix C**

All BMP deficiencies identified during the inspection, or any inadequacies related to the PPP, must be corrected as soon as possible but never later than 7 days after the inspection.

Maintaining an Updated PPP Plan

Changes to the PPP must be documented and may include any one of the following:

- Construction methods
- Operation methods
- Design of the project (including civil plan sheets)

In the field change orders
Maintenance or inspection procedures
Staging sites
Material source sites/stockpile sites
Disposal/excess material/waste sites
Haul roads, temporary roads, and locations where vehicles travel and enter or exit staging areas and construction sites
Implementation and maintenance of BMPs
Stormwater discharge locations
Sequencing/scheduling changes
Impacts to wetlands or sensitive areas
Changes in personnel

All of these can result in the need for additional BMPs, and therefore a PPP update.

The sole objective of all modifications is to keep the PPP concurrent to existing on-the-ground conditions and to eliminate erosion and sediment impacts, as well as other pollutant impacts that could potentially result from the project. All modifications to the PPP shall be documented in **Appendix C** through the completion of inspections reports that shall serve as the corrective action log on this project.

Section 6 - Recordkeeping

Low Erosivity Waiver

If this PPP is being prepared in lieu of a Stormwater Pollution Prevention Plan based on the applicability of obtaining a Low Erosivity Waiver for the project, a copy of ITD, the Contractor, and any applicable local entity filing for a Low Erosivity Waiver (LEW) should be included in **Appendix D**. Guidance on the applicability of the LEW on your project can be found at the following website: <http://water.epa.gov/polwaste/npdes/stormwater/Welcome-to-the-Rainfall-Erosivity-Factor-Calculator.cfm>

Attention should be given to the expirations date on the LEW.

Inspections

Completed, certified, and executed Inspection Forms serve as a Corrective Action Log for ITD projects. These forms should be retained along with this PPP in **Appendix C**.

Section 7 - Certification and Notification

LHTAC Representative's Printed Name	Title	Signature	Approval Date
Karissa Neltson	LHTAC Environmental Engineer		

Contractor Certification Statement

As an operator, I certify that this Pollution Prevention Plan (PPP) narrative and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. As an operator, I certify that I understand requirements of the Clean Water Act as it relates to my activities and will, to the maximum extent practicable, implement BMPs to minimize release of pollutants into the environment.

Contractor's Printed Name	Title	Signature	Date

Place all signed copies of the Subcontractor Certification/Agreement form in **Appendix E**.

Appendices

Appendix A – PPP Plan Sheets and Site Maps

Appendix B – Basic Spill Prevention and Control Plan Language

In addition to all the erosion and sediment control BMPs, non-stormwater BMPs, and good housekeeping BMPs discussed in the this PPP plan, the minimum following information will be provided by the Contractor for Spill Prevention and Cleanup:

- 1) Contact information for Contractor's designated Spill Coordinator for the project. This person must have authority to mobilize equipment, personnel, and materials in the event of a spill or discharge.
- 2) Documentation of training and/or education on spill response and cleanup.
- 3) Description of the location and content of spill kits on the project site.

Appendix C – Executed Inspection Reports/Corrective Action Log

Appendix D – Low Erosivity Waivers (if applicable)

Appendix E – Subcontractor Certifications/Agreements

Subcontractor Certification for Pollution Prevention Plan

Project Number	Project Name	Operator(s)
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As a subcontractor, you are required to comply with the Pollution Prevention Plan (PPP) for any work that you perform on-site. Any person or group who violates any condition of the PPP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the PPP. A copy of the PPP is available for your review at the office trailer.

Each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

I certify under the penalty of law that I have read and understand the terms and conditions of the PPP for the above designated project and agree to follow the BMPs and practices described in the PPP.

This certification is hereby signed in reference to the above named project.

Company Name	Address	City	State	Zip Code
Telephone Number	Construction Service to be Provided			
Printed Name	Title	Signature	Date	

FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

Fee: waived Date: 6-30-2026

PROJECT LOCATION

Address: approximately 2325 N. Main St. Pocatello, ID; or
Subdivision: _____ Lot: _____ Block: _____; or
Legal Description: (attach legal description to application)

OWNER/APPLICANT INFORMATION

Property Owner/Applicant Name: City of Pocatello
Phone: 208-234-6501 Email: sallen@pocatello.gov
Signature of Applicant: _____ Date: _____

PROJECT DESCRIPTION Pedestrian bridge over the Portneuf River located adjacent to N. Main Extension, pedestrian bridge to connect Brennan Trail and Kraft Rd-Sacajawea Park trail segments

Type of Structure (select all that apply)

- | | |
|---|--|
| ☐ Residential (1 to 4 units) | ☒ New Structure |
| ☐ Residential (More than 4 units) | ☐ Addition to Existing Structure* |
| ☐ Non-Residential/Commercial | ☐ Alteration of Existing Structure* |
| ☐ Floodproofed | ☐ Relocation of Existing Structure* |
| ☐ Combined Use (Residential & Non-Residential) | ☐ Demolition of Existing Structure |
| ☐ Manufactured Home | ☐ Replacement of Existing Structure |
| ☐ Detached Accessory Structure | |
- Square Feet: _____

***Substantial Improvement Evaluation:** If the value of an addition or alteration to a structure equals or exceeds 50% of the value of the structure before the addition or alteration, the entire structure must be treated as a substantially improved structure.

Cost of Project/Improvement (a): \$ 600,000 Market Value Preceding Improvement (b): \$ _____
Percent of Value Change (a/b): _____%

Substantial Improvement Evaluation must be supported by project cost documentation and approved market evaluation. Attach supporting documentation.

Other Development Activities (select all that apply)

- | | |
|--|---|
| ☒ Excavation | ☐ Drainage improvement (including culverts) |
| ☐ Clearing | ☐ Individual water/well or sewer/septic system |
| ☒ Placement of Fill Material | ☒ Roadway or bridge construction |
| ☐ Grading | ☐ Specify other development not listed above |
| ☐ Bulkhead, Retaining Wall, Fence | |
| ☐ Watercourse alteration | |

This section to be completed by City of Pocatello Floodplain Administrator

FLOOD INFORMATION

1. The proposed development is located on FIRM map panel: 16005C 0238E (number and suffix).
2. Effective date on the FIRM: 7/22/2020
3. The proposed development is located in Zone AE of the special flood hazard area (SFHA)
4. Is the proposed development located within the regulatory floodway: ☐ No ☒ Yes
If yes: Attach completed Hydrologic and Hydraulic Analysis (H&H) for a No-Rise Certificate

STRUCTURAL DEVELOPMENT

For all structures, the provisions of the flood ordinance require that the lowest floor (including crawlspace and/or basement), and all attendant utilities, be elevated to or above the flood protection elevation.

Base Flood Elevation (BFE): 4433.51 ft. + Freeboard is: 1 (on bridge structure) ft. = (FPE) 4434.51 ft.

The Flood Protection Elevation (FPE) for the proposed development is: _____ ft.

Source of Base Flood Elevation (BFE) (select one): ☒ FIRM ☐ FIS ☐ Other: 4432.9
PER HA Modeling 4433.51

REQUIRED DOCUMENTS

The following documents ARE required:

- ☐ An Elevation Certificate*
- ☒ Site Plan (Showing location of SFHA and development)
- ☒ Copy of Joint Permit, USACE Permit, IDWR Permit, or other permit: _____

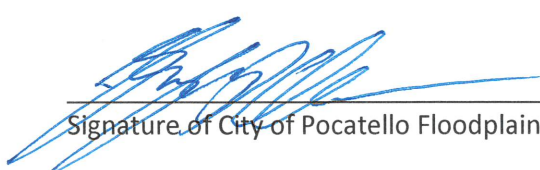
The following documents MAY BE required:

- ☐ Floodproofing Certificate* (If floodproofing a non-residential structure)
- ☒ No-Rise Certificate* (If any of the proposed development is in a 'regulatory floodway')
- ☐ Elevation study with BFEs on developments/subdivisions exceeding 50 lots or 5 acres in Zone A

*Certificates require completion by a Professional Land Surveyor or Professional Engineer as indicated.

PERMIT DETERMINATION

I have determined that the proposed development ☒ **IS** ☐ **IS NOT** (non-conformance described in separate document) in conformance with the City of Pocatello Flood Damage Prevention Ordinance.
The Floodplain Development Permit ☒ **IS** ☐ **IS NOT** (denials are described in separate document) issued subject to any conditions attached to and made part of this permit.



Signature of City of Pocatello Floodplain Administrator6/30/20

Date

SPECIAL PROVISIONS

IDAHO FEDERAL AID PROJECT KEY NO. 23905

Brennan Trail Extension and Pedestrian Bridge

Bannock County

This project will construct a pedestrian bridge across the Portneuf River in Pocatello to connect the Brennan Trail with the existing city trail system to the west.

The following special provisions and all addenda issued supplement or modify the 2023 Idaho Transportation Department Standard Specifications for Highway Construction: 2025 Supplemental Specifications for the Idaho Transportation Department 2023 Standard Specifications for Highway Construction, 2020 Quality Assurance (QA) Manual (10/19), 2024 QA Manual Supplementals to the 2020 QA Manual (7/29/24), 2025 Buy America Insert (10/7/2025), 2023 Quality Assurance Special Provision for State Acceptance (12/07/2023), 2025 Special Provision for 405 Superpave Hot Mix Asphalt (11/17/2025), 2025 Standard Drawings, Title VI Special Provisions; FHWA-1273 Federal Aid Required Contract Provisions, General Wage Decision ID20260091.

SOURCE IDENTIFICATION

Designated source(s). Designated source(s) are not identified for this contract/project.

Contractor provided sources. Provide an approved source(s) for all materials to be embanked or processed for placement. Department owned or controlled sources will not be allowed for this contract.

Cost. Assume all costs incurred in obtaining approvals for use of source(s).

CONTRACT TIME

Bridge Abutment: Work must not start until after October 19th, 2026, and must be completed by March 15th, 2027. Work must be completed within 40 working days.

Bridge & Pathway: Work must start no later than March 15th, 2027, and be completed by May 15th, 2027. The contractor must account for the asphalt paving plant season in the construction timeline. Work must be completed within 20 working days.

LIQUIDATED DAMAGES

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified above, plus any extensions thereof are allowed in accordance with the Contract. 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):

Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time specified above, for Substantial Completion until the Work is substantially complete.

Liquidated damages provision does not waive the Department's right to seek other remedies for a breach of contract by the awarded Contractor.

CONTRACTOR NOTES

BIDDER Q&A

01/2025

Prior to bid opening, submit any project-related questions through QuestCDN – Submit questions by 5:00pm MT on the Thursday prior to the bid opening. ITD is not obligated to respond to questions received after the stated cutoff date and time.

BUY AMERICA

This project follows ITD specification subsection 106.01 strictly. As required by that specification, the Engineer must be in possession of, and have accepted, Buy America certification before work is incorporated into the project. Any delay resulting from procurement of those certifications is borne by the Contractor.

COMMUNICATION PROTOCOL DURING CONSTRUCTION BIDDING

01/2025

During the advertisement period, prospective Contractors/Bidders will address all questions through QuestCDN. After Bid Opening and through Contract Award, all communications between the Department and the Contractor/Bidder, and any unsuccessful bidders, will be through the State Design Engineer at 208.334.8502. The Department will be unable to share any information related to bid submittals or pending Department decisions during this time. After Contract Award, all communications between the Department and the Contractor will be through the Design Construction (Resident) Engineer.

CONSULTANT CONFLICT OF INTEREST

The Consultant and sub-consultants, as the designers of this project, agree that no one in their firms will perform any services for the contractor on the construction of this project.

The following Consultants worked on the design of this project:

Keller Associates, Inc.

Atlas Technical Consultants, LLC

Axiom Points

DBE PROGRAM REQUIREMENTS

10/2025

For bidding purposes, the Contractor must comply with the DBE program requirement of 0.0%. Upon award, the approved percentage % on the ITD-2396 DBE Commitments form becomes contractual and failure to comply is a breach of contract. Any change to this contractual commitment during the administration of the contract must be coordinated through the Office of Civil Rights.

Whenever the Engineer determines, after investigating and obtaining evidence the Contractor has not complied with the DBE program requirement, the Engineer will take corrective action. Refer to the Department's Standard Specifications for Highway Construction, Section 110, Civil Rights.

The Contractor, sub recipient, or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor will carry out applicable requirements of [49 CFR](#)

[Part 26](#) in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate (e.g., withholding monthly progress payments, assessing sanctions, liquidated damages, disqualifying the Contractor from future bidding as non-responsible).

For additional DBE Program information see the Department's DBE program requirements located at: <https://itd.idaho.gov/civilrights/>

ENVIRONMENTAL REQUIREMENT - MIGRATORY BIRD PROTECTION ACT COMPLIANCE

Work Window Restriction:

No clearing or removal of vegetation and trees is allowed between **[March 1st and July 31st]** unless work is approved by the Engineer. To request approval, submit a survey that verifies the absence of Migratory Birds. The survey shall be:

- a. Completed immediately prior to ground disturbing, bridge removal or tree removal activities.
- b. Covers an area or work activity including a 50' buffer.

Initial survey work is incidental to the contract.

ENVIRONMENTAL REQUIREMENT – POLLINATOR PROTECTION

Implement the following Best Management Practices to support pollinators and pollinator habitat along roadside corridors:

- **Protect Existing Habitat:** Protect existing stands of native vegetation. Ground disturbing activities will be limited only to those areas deemed necessary for the construction of the project. Disturbing existing areas of native vegetation purely for the convenience of the contractor is prohibited.
- **Herbicide Use:** Reduce the risk of herbicide exposure to pollinators by:
 - (1) Eliminating or reducing herbicide exposure to pollinators by first utilizing non-chemical (manual) methods to eliminate noxious and undesirable weeds.
 - (2) If herbicide use is necessary, spot treat specific weeds with selective herbicides that do not leave residuals in the soil.
 - (3) Treat weeds before they flower, to avoid spraying when pollinators are present.
 - (4) Avoid spray application if winds are above 10 mph.
- **For SGCN Herps that may be present (PARC Herp Mgt Guidelines):**
 - (1) Minimize the use of contaminants such as salts, petrochemicals, and herbicides. Create no-spray zones along roads/trails adjacent to wetlands and streams.
 - (2) Avoid spraying during the breeding or active season. Amphibians and reptiles have periods when they are particularly vulnerable to contaminants, such as during tadpole development and metamorphosis, and spring and early summer.

(3) Minimize use of plastic mesh for erosion control. Snakes can become trapped and may die in plastic erosion control materials. Using material that are biodegradable and less flexible may reduce mortality risk. Implement an Integrated Pest Management (IPM) plan to use cultural, mechanical, and biological pest controls where you can.

- For SGCN Birds that may be present:

(1) We recommend breeding bird surveys be conducted prior to ground-clearing if construction occurs during breeding season (approx. April through July). If ground-clearing were to occur outside of that window, we would lift that recommendation.

- General Recommendations (2023 SWAP):

(1) Construct or upgrade bridges and culverts to benefit fish and wildlife movements and provide bird and bat roosting opportunities where feasible.

(2) Construct or upgrade bridges and culverts to improve instream, streambank, floodplain, riparian, and wetland habitat conditions, including flood-resilient designs.

(3) Manage vegetation along roads to minimize negative effects on SGCN and minimize beneficial effects (e.g., pollinator-friendly vegetation management)

(4) Restore habitat affected by construction and maintenance activities.

(5) Manage wetlands and riparian zones to benefit SGCN and conserve water supplies and water quality (e.g., buffers/setbacks, desirable vegetation planting and management, targeted riparian fencing, access management, soil health management, erosion prevention and control, streambank and floodplain restoration, and invasive species control).

GENERAL WAGE DECISION

01/2018

Upon written request 10 calendar days before the bid opening date, the Department will provide a missing job classification, wage rate, and fringe benefit rate as outlined on FHWA-1273 IV.1.b to all plan holders as addenda.

GRANULAR BORROW

Granular Borrow is to be imported only when suitable excavated material is not available for embankments. The use of import must be approved by the Engineer prior to placement.

HMA PAVEMENT

The Contractor is informed that SuperPave HMA placement may not be possible through the required Completion Date of this contract due to inclement weather. The requirements outlined in ITD Specification Section 405 will not be waived or relaxed because of late season paving and impacts due to weather. If the Contractor's operations take SuperPave placement into out of specification paving weather, a temporary pavement will be placed at a depth of no less than 0.15' until weather allows in the spring to place the SuperPave surface within specification required conditions at no additional cost to the project. Placement, removal, traffic control, and any rework required because of the use of Temporary Pavement will be the responsibility of the Contractor and will be considered incidental to the project 405 item.

HMA – SMALL QUANTITIES

The Department does not require acceptance test strips on small quantity pavement (e.g., less than 2250 tons), nonstructural pavement, or temporary pavement. Submit HMA mix designs regardless of project pavement quantity for approval. The Contractor is responsible for quality control testing.

IDAHO IMPLEMENTATION OF AASHTO MANUAL FOR ASSESSING SAFETY HARDWARE, 2ND EDITION (2016)

The following safety hardware must meet AASHTO 2016 MASH criteria, ITD's Standard Drawings, and if the hardware is a proprietary product, it must be approved on ITD's Qualified Product List (QPL) for new permanent installations and full replacements:

- W-beam
- Cast-in-place concrete barriers
- W-beam tangent terminals and buried-in-backslope terminals
- W-beam flared terminals and terminals installed on a flare
- Crash cushions
- Transitions
- Permanently installed portable barriers
- Bridge rails
- Cable barriers
- Cable barrier terminals

The following safety hardware may be MASH 2009/2016 or NCHRP 350 compliant for new permanent installations and full replacements:

- Double-sided or median terminals
- Sign supports
- All other breakaway hardware

For projects utilizing December 2018 Standard Drawings release or earlier, replace the 612 series sheets with the 612 series from the latest Standard Drawings release.

Temporary work zone devices (including portable barriers, truck- and trailer-mounted attenuators, portable changeable message signs (PCMS), temporary traffic signals, and camera trailers) manufactured after December 31, 2019, must have been successfully tested to the 2016 edition of MASH. Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

MATERIAL TESTING AND CERTIFICATION

All material testing and certifications are to be provided by the Contractor. Material testing must be performed by WAQTC qualified personnel and ITD qualified labs. Test results and certifications are to be submitted on ITD report forms to the engineer for review and acceptance. Acceptance will be based on the material meeting contract requirements. All costs for material testing and certifications are incidental to the contract. Reference Minimum Testing Requirements table for testing and certification requirements.

POLLUTION PREVENTION PLAN

02/2024

The estimated project area of ground disturbance is approximately 0.29 acres. A pollution prevention plan (PPP) is required for this project due to the anticipated ground disturbance of less than 1 acre and/or lack the potential to discharge Waters of the US.

If the Contractor's operations, including but not limited to staging, waste, or material source ground disturbances result in a disturbed area 1 acre or more and there is a potential connection to discharge to Waters of the US, an active IPDES permit (or NPDES permit if on Tribal land) and associated SWPPP will be required as specified in 107.17. All monetary and time impacts required to establish a SWPPP will be borne by the Contractor. A draft SWPPP must be submitted to the Engineer for approval before filing the Notice of Intent.

REFERENCE FILES

01/2022

Pursuant to Subsection 102.03, upon request, the Department will provide electronic design data, also known as reference files, for the project during the advertisement period. It is the bidder's responsibility to check, periodically, to see if reference files have been posted or updated on the ITD Notice to Contractor's page, located at the following link: <https://itd.idaho.gov/business/?target=contractor-bidding/>

Addendums will not be used to notify the bidder that reference files have been posted. The reference files will only be available during the advertisement period and removed after the bid opening.

SPRING BREAKUP

Contractor is responsible for determining any roadway load restrictions in place along anticipated haul roads. Information is available and can be obtained from the local roadway agency. The Engineer will not consider additional time or payment for impact of posted restrictions, known at the time of bidding, once under construction.

UTILITY COORDINATOR PROVIDED BY THE CONTRACTOR

Provide an individual whose primary responsibility is to coordinate the work with each utility company and the railroad company that will or may affect the utility company's or railroad company's property, facilities, or operations. Ensure this individual is readily available by telephone whenever there is work being done by the Contractor, subcontractor, lower-tier subcontractor, utility company, or railroad company.

The Department will not make separate payments for coordinating the work that affects each utility company's or railroad company's property, facilities, or operations. This work coordination is incidental and included in the ground disturbing construction contract pay items.

Ensure this individual is responsible for the following activities and makes documents generated by these activities available to the Contractor, utility company, railroad company, and the Engineer:

1. Maintaining and posting a list of emergency telephone numbers for the Contractor and its subcontractors (including lower-tier subcontractors), each utility company, railroad company, and the Engineer.
2. Notifying the Contractor and its subcontractors (including lower-tier subcontractors), each utility company, railroad company, and the Engineer of a method, including telephone number, to contact the utility coordination individual. An alternate contact person with telephone number will be provided for situations when the utility coordination individual is not available.
3. Maintaining and documenting in writing all instructions, general discussions, or meetings notes that involve work on each utility company's or railroad company property or facilities or work which has or may affect the utility or railroad operations.
4. Maintaining and documenting in written or printed format the proposed and actual time schedules of work on utility or railroad property or facilities. Time schedules are to show the Contractor and its subcontractor (including lower-tier subcontractors), and each utility company or railroad company activities.
5. Maintaining and documenting in writing a diary of work each day that involves utility or railroad property and facilities, and any work that has or may affect the utility or railroad operations.
6. Coordinating with each utility company and the Engineer to resolve utility conflict and for any needed change orders to address utility conflicts.

ROADWAY SPECIAL PROVISIONS

ON PAGE 19, SUBSECTION 101.04 - DEFINITIONS

Delete the following under Working Day.:

4. Days during December, January, and February.

ON PAGE 28, SUBSECTION 104.01.B. – CONSTRUCTION PARTNERING

Delete the entire section.

ON PAGE 36, SUBSECTION 105.04 – COORDINATION OF CONTRACT DOCUMENTS

11/2025

Delete items 7 through 12 and add the following:

7. Buy America Insert
8. Quality Assurance (QA) Manual Supplementals
9. Standard Supplementals
10. Standard Specifications
11. Standard Drawings
12. QA Manual

ON PAGE 77 SUBSECTION 107.17.I - INADVERTENT DISCOVERY OF CULTURAL RESOURCES INCLUDING HUMAN REMAINS

Delete the section and replace it with the following:

Items that could potentially be cultural resources or human remains are to be treated as if they are cultural resources and/or human remains until a clear determination is made by LHTAC's Cultural Resource Specialist (LHTAC CRS). The Contractor will notify the Engineer that potential resources have been identified during the work. The Engineer will then immediately notify the LHTAC CRS of any cultural resources and/or human remains or items that could potentially be cultural resources and/or human remains. In the event cultural resources or human remains are discovered within the project site, the Contractor as directed by the Engineer will implement the appropriate protocol outlined below:

1. Cultural Resources.

- a. In the event that cultural resources are discovered within the project site, at locations associated with the project, or planned for use on the project; all work within 50 feet in all directions will cease and the area will be cleared of all unnecessary personnel. The Contractor as directed by the Engineer will secure the area.
- b. The Contractor will immediately notify the Engineer. The Engineer will notify the LHTAC CRS.
- c. The LHTAC CRS will notify the State Historic Preservation Office (SHPO), the appropriate Tribal Historic Preservation Office (THPO), and/or Native American Tribes.

2. Human Remains.

- a. In the event that human remains (with or without associated cultural resources) are discovered within the project site, at locations associated with the work, or at locations planned for use; work within 150 feet of the human remains will cease and the area will be cleared of all personnel other than one or two Contractor employees or CE&I staff who will stay with the human remains until the LHTAC CRS is notified. The Contractor or the CE&I staff will secure the area and immediately notify the Engineer, who will then contact the LHTAC CRS, and if necessary, the LHTAC CRS will contact the appropriate law enforcement personnel.
- b. The LHTAC CRS will notify the SHPO and Native American Tribes, if any.
- c. Photography of human remains is not allowed. This applies to cameras, cell phones, or any other devices having photo capabilities.
- d. The human remains will be completely covered with a tarp or plain piece of cloth (e.g., rug, towel, blanket). New ground disturbance should not occur within 100 feet.
- e. The human remains will not be touched, moved, or in any way caused to change position from that noted upon discovery.
- f. All information related to the discovery will be held in strictest confidence.
- g. All information related to the discovery known to the Contractor or staff will be provided to the LHTAC CRS, and/or law enforcement.

3. Confidentiality.

In either case (i.e., discovery of cultural resources or human remains), the Contractor or the CE&I staff will keep all information strictly confidential. If information is shared with the Contractor or its

subcontractor, that person will be fully informed about the confidentiality requirements and will agree to keep the information confidential. The SHA will consult with appropriate parties to determine an appropriate course of action.

4. Proceeding with Construction.

After an inadvertent discovery, some areas may be specified for close monitoring or 'no work zones'. Any such areas will be identified by the LHTAC CRS, and locations made available to the Contractor and the Engineer. Additional cultural resources investigations may be required.

ON PAGE 82, SUBSECTION 107.19 – SURVEY MONUMENT PRESERVATION

Under subsection 107.19.2, add the following after the first full sentence:

Research within the project limits in the MCPD for survey monuments within the work zone to determine the possible existence of survey monuments to preserve and protect or to be reestablished after construction. Document that this research has been completed.

ON PAGE 84, SUBSECTION 107.19 – SURVEY MONUMENT PRESERVATION

Under subsection 107.19.9.G, add the following at the end of the subsection:

The provisions of Section 107.08 will apply.

ON PAGE 87, SUBSECTION 108.01 - SUBLETTING OF CONTRACT

05/2023

Delete the second sentence and substitute the following:

If the Engineer consents to subletting a portion of the work, the Contractor will use its own organization to perform work amounting to at least 30 percent of the original contract amount.

ON PAGE 112, SUBSECTION 109.05 – PARTIAL PAYMENT

MOD LHTAC

In the second sentence of the first paragraph delete “at least”.

Delete the 3rd sentence in the first paragraph.

ON PAGE 139, SUBSECTION 205.01 – DESCRIPTION

Add the following to the end of Part A:

Excavation quantity includes removal of bituminous surface.

ON PAGE 517-523, SUBSECTION 621.03 – CONSTRUCTION REQUIREMENTS

Add the following sentence to the end of the first paragraph of 621.03.A:

Seed all disturbed and unstabilized areas on the project site, including fore slopes, backslopes, and embankment areas.

Add the following sentence to the end of 621.03.A:

Seedbed Preparation	0.22 acres
Seeding	0.22 acres
Mulching	0.44 acres
Mulch Anchoring (Tackifier)	0.44 acres
Fertilizing	0.22 acres

Seed between March 15 and June 1, or as directed.

Add the following after fourth paragraph of 621.03.C:

Apply Sustane concentrated compost (fertilizer), Biosol Forte, or other approved soil amendment product listed on the QPL at the manufacturer's recommended rate for the site and soil conditions of the seeded area on the project site.

Delete the third paragraph of Part D and substitute the following:

Furnish seed according to subsection 711.05.

Add the following to 621.03.D

Use the following seed mix on locations shown in the plans:

<u>GRASSES</u>	<u>POUNDS SEED PER ACRE</u>
----------------	-----------------------------

Type – Bluebunch Wheatgrass (PSSPS)	8
Type – Hard Fescue (FEOUO)	4
Type – Slender Wheatgrass (ELTR7)	4
Type – Thickspike Wheatgrass	8

LEGUME

Type	#
Type	#

NATIVES

Type	#
Type	#

OTHER

Type	#
------	---

Type	#
TOTAL	24

Remove the following from 621.03.H: Performance Standards and Acceptance.

1 year following seeding completion. The Contractor will request the inspection at least 10 calendar days in advance.

Add the following to 621.03.H: Performance Standards and Acceptance.

Seed all disturbed areas on the project site as shown on the plans.

ON PAGE 678, SUBSECTION 711.05 - SEED

Delete this subsection and substitute the following:

711.05 – Seed. Provide seed with a minimum of three eco-regional native plant species that has been collected or harvested within 2 years of the targeted seeding date. Provide all seed in pure live seed (PLS) unless otherwise directed.

Ensure each bag or container of individual seed species has labeling indicating seed classification (genus and species), lot number, purity, germination, percentage of weeds found, percentage of noxious weeds found, and test date.

For certified or non-certified seed:

1. Noxious weed seeds prohibited.
2. Less than 1 percent by weight weed seeds including restricted noxious weed seed.
3. Less than 3 percent by weight of allowable cheat, chess, or downy brome seed.

To obtain the PLS rating, use this formula:

$$\text{PLS rating} = (\text{purity \%}) \times (\text{germination \%}) / 100$$

To obtain the bulk seed needed:

$$\text{Bulk pounds of seed needed per acre} = (\text{PLS lb/acre required}) / \text{PLS rating}$$

A. Approval. The Engineer will verify that all seed test results are valid and comply with certification tags for each species before approval. Once approved, deliver seed to the project site unopened, in original and individually packaged bags or containers according to species type (i.e. one species per bag or container). If seed is received in opened packages, packages without certification tags, or packages or containers containing multiple species, the seed will not be approved for use.

B. Randon Sampling. The Engineer may conduct random onsite sampling to verify species, purity percentage, germination percentage, and restricted and prohibited noxious weed seeds. The Engineer will weigh seed according to size, approximately 125 gram samples of mostly native seed (550 gram samples of grain or similar size seed) from unblended and individually packaged seed containers of each species. Samples will be submitted to the ISDA for analysis and verification. The Engineer will reject seed not meeting specifications. Do not plant until the seed is accepted and the application method is approved. Measure and mix individual unopened seed packages onsite in the Engineer's presence at the specified proportions."

**ON PAGE 10 OF 2025 SUPPLEMENTAL SPECIFICATIONS, 109.01.A.14 –
ELECTRONIC TICKETING (e-TICKETING) FOR MATERIALS** 06/2025)

Delete the second paragraph and replace it with:

Register here <https://www.haulhub.com/agency/idaho#signup> to begin using the Department's Electronic Ticketing Portal system.

S501-25A SP BRIDGE - PRE-ENGINEERED STEEL BRIDGE

Description. Design, furnish, and install a complete pedestrian bridge with concrete deck, bridge rail, and all associated items needed for the pre-engineered steel pedestrian bridge. Construct in accordance with the lines, grades, and dimensions shown on the plans or as directed by the Engineer.

DESIGN LOADS AND CRITERIA

- A. Design criteria are provided on the plans and these specifications. Preliminary dimensions are given for estimating purposes only, and the Contractor is responsible for producing a design which meets the design intent, criteria, and geometric constraints shown on the drawings. Coordinate the design with the path, profile, width, and footings called for on the drawings.
- B. Loads. The Pedestrian Bridge will be designed for the following loads:
 - 1. Live Load: 90 psf for pedestrians or AASHTO H10 vehicle, whichever produces the greater force effect.
 - 2. Wind Load: In accordance with the Guide Specification for Pedestrian Bridges Article 3.4.
 - 3. Seismic Load: Site Class D should be used for the design of the proposed structures. Interpolations of mapped spectral accelerations (Site Class B) for zero period (PGA), short period (S_s), and long period (S_1) are 0.09g, 0.20g, and 0.07g, respectively.
- C. Design Standards. The design of the bridge must be in accordance with the AASHTO LRFD Bridge Design Specifications, 10th Edition; AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, December 2009; and the ANSI/AASHTO ANSI D1.5 Bridge Welding Code and Chapter 10 of AWS D1.1 Structural Welding Code.
- D. Live Load Deflection. Maximum live load deflection will not exceed the span length divided by 360 ($L/360$).
- E. Guardrails. Loading must be in accordance with AASHTO LRFD Bridge Design Specifications Articles 13.8 and 13.9.
- F. Bridge Camber. The bridge will be cambered to offset full dead load deflections. Resultant camber will be as noted on the drawings.
- G. Temperature Differential. The bridge will be designed to accept a temperature differential of 120 degrees F to -30 degrees F based on a setting temperature of 60 degrees F.
- H. Geometry.
 - 1. The bridge configuration and camber will be as shown in the drawings. Bridge trusses will be parallel chord pony trusses, with even number of panels per span and one diagonal per panel.

2. The outside dimensions of top chord, bottom chord, and web elements will be constant throughout the truss.
3. Guardrails will extend to a minimum of 42 inches above the walking surface of the bridge.
4. Guardrails will have intermediate safety rails such that a sphere 4 inches in diameter cannot pass through. Safety rails will be 1-1/4 inch equal-leg steel angles, spaced between the top chord and the deck. Rails will extend the full length of the deck and will be parallel to the top chord.
5. Rub rails will be 42 inches above the walking surface of the bridge.

Materials.

STRUCTURAL STEEL COMPONENTS

- A. The structural steel components of the bridge will be unpainted weathering steel conforming to AASHTO M270 Grade 50W for plates and structural shapes and ASTM E 847 for tubular sections.
- B. All chords, verticals, diagonals, bracing, floor beams, and stringers will be tube steel.
- C. All structural members will have a minimum thickness of material of at least 5/16-inch, except closed structural tubular members will be 1/4 inch.
- D. All welding must conform to the ANSI/AASHTO/AWS D1.5 Bridge Welding Code and to Chapter 10 of AWS D1.1 Structural Welding Code. All welding will utilize E70XX electrodes which have the same weathering characteristics as the structural steel. Welded tubular connections will also meet the requirements of AASHTO LRFD Bridge Design Specifications Article 6.13.

GUARDRAILS, RUB RAILS, AND ACCESSORIES

- A. All guardrails and rub rails will have a smooth surface with no protrusions or depressions. All ends of angles and tubes will be welded and ground smooth.
- B. Rub rails will be constructed of TS 1 x 1 x 1/4 structural tube.
- C. Guardrails will not include chain link fence fabric.
- D. A steel closure plate will be provided at each end of the bridge. A full-length insert will be provided for attaching the closure plate to the concrete deck.

DECKING

- A. Galvanized composite metal decking will be provided for the concrete deck. Sheet steel for metal decking must conform to ASTM A653, SS designation, galvanized with a minimum coating class of G90. Metal decking will have deformations or indentations to provide a mechanical bond with the concrete. Metal deck manufacturer will be a member of the Steel Deck Institute.
- B. Composite decking will be designed and installed in accordance with the recommendation of the Steel Deck Institute "Design Manual for Composite Decks, Form Decks, and Roof Decks – No. 31".

ANCHOR BOLTS, BEARINGS, AND BEARING PLATES

- A. Bridge to abutment connections will be designed by the manufacturer with due regard to thermal expansion and contraction, deflections, and rotations resulting from dead and live load conditions, and all forces action at the connections.
- B. The minimum number of anchor bolts will be two per truss per abutment (8 total).
- C. Design the connections to allow accessibility to the anchor bolts for ease of installation and maintenance.

- D. Bridge manufacturer will provide all anchor bolts, bearing plates, bearing pads, and accessories necessary to complete the connection.

SUBMITTALS

- A. Structural Calculations. Submit detailed structural calculations showing design loads used, member stresses, deflections, bridge support reactions, and temperature effects. Calculations will be sealed and signed by an Engineer registered in Idaho.
- B. Shop Drawings. Submit coordinated shop drawings showing all components, subcomponents, and incidental items to be used to construct the complete system. These shop drawings will show all materials, components, finishes, fastenings, weld symbols, coatings, standards, etc. Manufacturer's standard details that pertain to the assembly(ies) may be used in addition to these drawings provided that the portions that apply are clearly marked and those parts that do not apply are clearly marked.
- C. Erection Instructions. Submit detailed erection plans including lifting and handling instructions.
- D. Certificate of Compliance. Furnish the Engineer a Certificate of Compliance certifying that the materials and fabrication of the pedestrian bridge comply with AASHTO LRFD Bridge Design Specifications Article 6.13. The Certificate of Compliance must state compliance with Buy American Act requirements.
- E. Guarantee. The pedestrian bridge manufacturer will warrant that the materials furnished will be free from defects in material and workmanship for two (2) years from the date of installation of the pedestrian bridge, and that the pedestrian bridge manufacturer will correct by repair or replacement any such defect discovered within two (2) years from the date of installation.

Construction Requirements.

PRE-ENGINEERED STEEL BRIDGE

- A. Workmanship, fabrication, and shop connections must be in accordance with AASHTO LRFD Bridge Construction Specifications, 10th edition.
- B. Fabricators will be certified under the AISC Quality Certification Program for Simple Steel Bridge Structures and hold a fracture critical endorsement.
- C. All welding must conform to the ANSI/ AASHTO/ AWS D1.5 Bridge Welding Code and to Chapter 10 of AWS D1.1 Structural Welding Code. Welders will be certified in accordance with D1.5.
- D. Weathering steel portions of the bridge will be sand blasted in accordance with the Steel Structures Painting Council (SSPC) Surface Preparation Specification No.6 "Commercial Blast Cleaning".
- E. The bridge will be delivered fully assembled, including bracing, deck forms, and safety rails.
- F. With the exception of the sill plates at the ends of the bridge, no welding will be done in the field.
- G. All loose pieces including plates, bearings, fasteners, and inserts, will be in packages to prevent loss or damage and will be clearly labeled for proper assembly.
- H. Installation of the pedestrian bridge must be in accordance with the manufacturer's standards.
- I. Final adjustments required to assemble the bridge will be carried out in accordance with the manufacturer's written instruction.
- J. Any field modifications will be carried out under the direct supervision of the manufacturer so the issuance of a certificate of proper installation will not be hindered.
- K. The Pre-Engineered Steel Bridge must comply with Section 504 of the Standard Specifications.

Method of Measurement. The Engineer will measure the acceptably completed pre-engineered steel bridge by the Lump Sum complete in place.

Basis of Payment. The Department will pay for accepted quantities at the contract unit price as follows:

Pay Item	Pay Unit
S501-25A SP Bridge - Pre-Engineered Steel Bridge	LS

Payment includes full compensation for all materials, labor, tools, and equipment necessary to perform the work as specified. Includes designing, furnishing, fabricating, and installing the pre-engineered steel bridge, including structural steel, connections, anchor bolts, bearing pads, metal deck forms, reinforced concrete deck, and all other work associated with completion of the pre-engineered steel bridge as shown on the plans.

S900-50A CONTINGENCY AMOUNT - MISCELLANEOUS WORK

Description. Use for minor work or material not specified in the project documents that is necessary for the work as directed by the Engineer.

Materials. Provide material as directed by the Engineer and in accordance with the ITD Standard Specifications.

Construction Requirements. Complete construction as directed by the Engineer and in accordance with the ITD Standard Specifications.

Method of Measurement. The Engineer will measure acceptably completed work by the Contingency Amount (CA).

Basis of Payment. The Department will pay for the accepted quantities using established contract unit prices, negotiated prices, or by force account according to Subsection 109.03.C.5 Force Account.

Pay Item	Pay Unit
S900-50A Contingency Amount - Miscellaneous Work	CA

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	ROADWAY SUMMARY
3	BRIDGE SUMMARY
4	SURVEY CONTROL & MONUMENT PERPETUATION
5	TYPICAL SECTIONS
6	PROJECT OVERVIEW
7-8	PATHWAY PLAN AND PROFILE & UTILITIES
9	TEMPORARY TRAFFIC CONTROL PLAN
10	POLLUTION PREVENTION PLAN (PPP)
	BRIDGE PLANS
B1	SITUATION AND LAYOUT
B2	SHEET INDEX, QUANTITIES, AND VICINITY MAP
B3	GENERAL NOTES
B4	FOUNDATION LAYOUT
B5	PILE NOTES AND DETAILS
B6	ABUTMENT DETAILS (1 OF 3)
B7	ABUTMENT DETAILS (2 OF 3)
B8	ABUTMENT DETAILS (3 OF 3)
B9	RIPRAP DETAILS
B10	METAL REINFORCEMENT

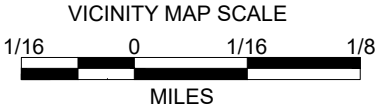
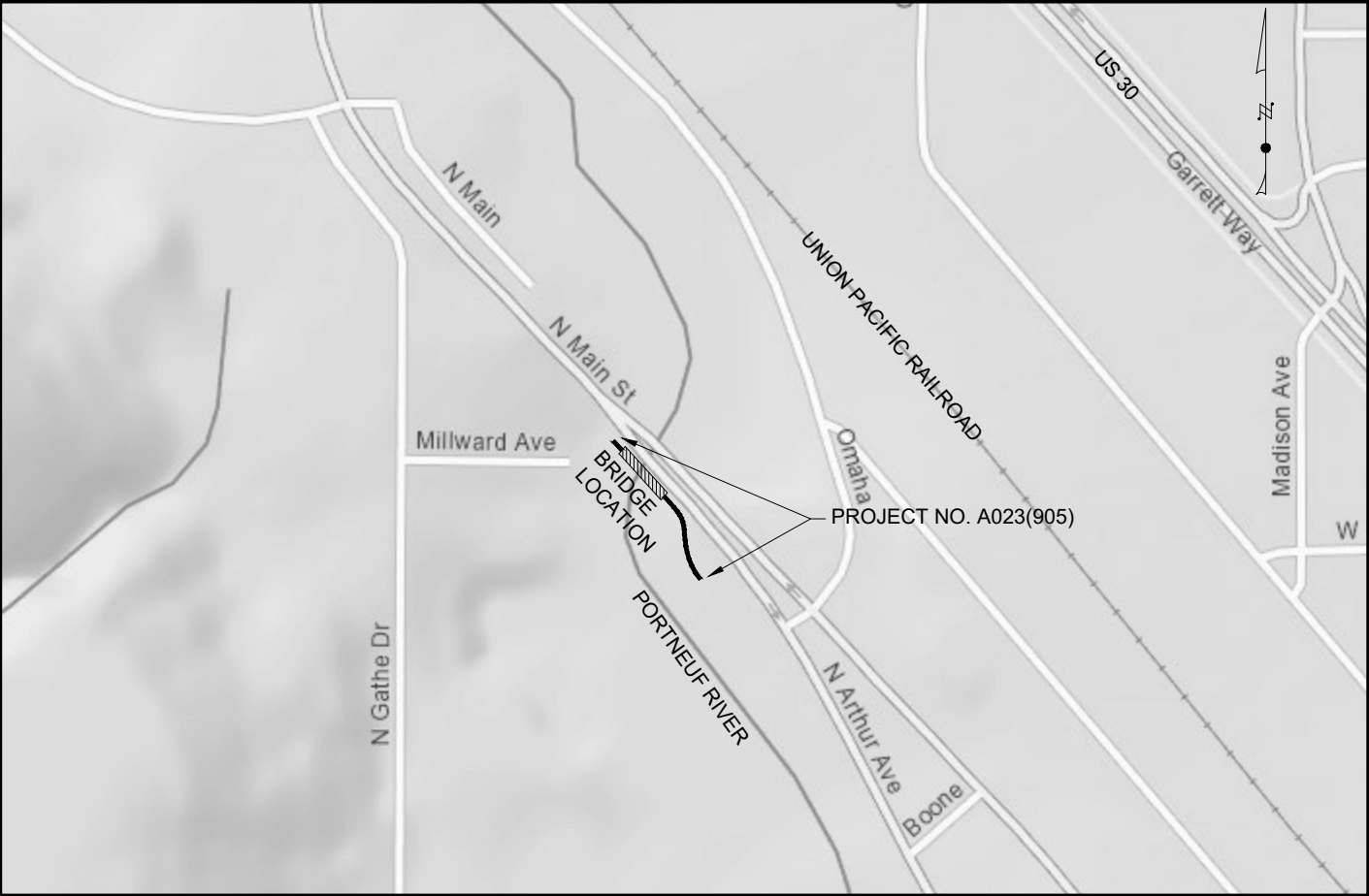
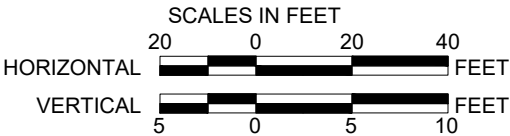
GENERAL NOTES

ALL WORK MUST BE IN ACCORDANCE WITH ITD STANDARD SPECIFICATIONS. SEE SPECIAL PROVISIONS FOR ORDER OF PRECEDENCE FOR THE CONTRACT DOCUMENTS.

CITY OF
POCATELLO

PLAN AND PROFILE OF PROPOSED
BRENNAN TRAIL EXTENSION & PEDESTRIAN
BRIDGE, POCATELLO
FEDERAL AID PROJECT NO. A023(905)
KEY NO. 23905
BANNOCK COUNTY

JUNE 2026

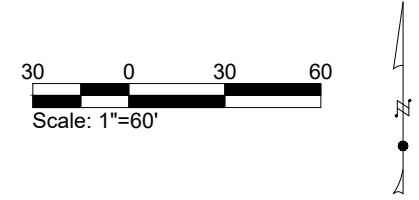


PROJECT LOCATION

REVISIONS				THE DIMENSIONS SHOWN ON THE PLANS SHALL BE ATTAINED WITHIN LIMITS OF PRECISION THAT GOOD CONSTRUCTION PRACTICES WILL PERMIT	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	CADD FILE NAME 23905 TITL 001	DRAWING DATE: 6/19/26	CITY OF POCATELLO KELLER ASSOCIATES	PROJECT NO.	TITLE SHEET	English	Approved for Advertising Date Approved
NO.	DATE	BY	DESCRIPTION						A023(905)	BRENNAN TRAIL EXTENSION & PEDESTRIAN BRIDGE	COUNTY BANNOCK	
											KEY NUMBER 23905	
											SHEET 1 OF 10	

Document signed by
Jake D. Poulsen
A1683AD4665F411...
21258
5/7/1/2026
STATE OF IDAHO
JAKE D. POULSEN

Document signed by
Jake D. Poulsen
A1683AD4665F411...
21258
\$7/1/2026
STATE OF IDAHO
JAKE D. POULSEN
PROFESSIONAL ENGINEER
LICENSED



SURVEY NOTES:

THE HORIZONTAL DATUM FOR THIS PROJECT IS BASED UPON NAD1983(2011) IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE), DERIVED FROM NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SERVICE (OPUS). A SCALE FACTOR OF 1.000256406. ALL BEARINGS ARE AT GRID AZIMUTH, ANY DISTANCES SHOWN REPRESENT GROUND VALUES.

THE VERTICAL DATUM FOR THIS PROJECT IS NAVD88, BASED ON THE NATIONAL GEODETIC SURVEY (OPUS).

ALL PROPERTY AND LAND CORNER MONUMENTS SHALL BE SAVED AND PROTECTED IN ACCORDANCE WITH IDAHO CODE 55-1613 AND 54-1234. MONUMENTS INCLUDE, BUT ARE NOT LIMITED TO LAND AND PROPERTY CORNERS, PUBLIC LAND SURVEY CORNERS, SUB-DIVISION, TRACT, OR OTHER LAND BOUNDARY CORNERS. WHEN SUCH MONUMENTS MAY BE DESTROYED BY CONSTRUCTION, THE MONUMENT SHALL BE REFERENCED UNDER THE DIRECTION OF AN IDAHO PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION. ALL SUCH MONUMENTS SHALL BE REESTABLISHED AFTER CONSTRUCTION BY AN IDAHO PROFESSIONAL LAND SURVEYOR AND CORNER RECORDS FILED PER IDAHO STATE CODE.

THE PURPOSE OF THIS SURVEY WAS TO PROVIDE A TOPOGRAPHIC DESIGN SURVEY FOR THE CONSTRUCTION OF A NEW PEDESTRIAN BRIDGE. BOUNDARY AND EASEMENTS SHOWN HEREON ARE FOR REFERENCE ONLY. NO ATTEMPT WAS MADE TO SURVEY OR RESOLVE ANY POTENTIAL BOUNDARY AND OR EASEMENT ISSUES. IT IS THE OWNER'S RESPONSIBILITY TO MEET ALL BUILDING AND ZONING REQUIREMENTS.

PROJECT CONTROL AND MONUMENT PERPETUATION								
PT. NO.	STATION	OFFSET	PROJECT COORDINATES		ELEVATION	DESCRIPTION OF MONUMENT	ACTION TO BE TAKEN BY CONTRACTOR	PAY ITEMS
			NORTHING	EASTING				
13	1004+77.20	7.27 ' LT.	442620.95	573991.78	4428.05	5/8" IRON ROD PROJECT CONTROL	DO NOT RESET	
14	1006+53.46	32.33 ' LT.	442739.31	573866.55		1/2" IRON ROD PE/LS 4440	RETAIN AND PROTECT	107-019A
17			442954.51	573691.72		1/2" IRON ROD LS-4440	RETA IN AND PROTECT/REF. A ND RESET	
112	1006+61.49	11.63 ' LT.	442759.33	573876.15	4435.75	RVM STA 25+20.30 72' RT PROJECT CONTROL	REFERENCE AND RESET	107-019A

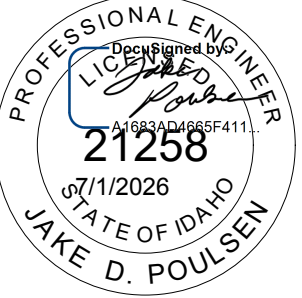
REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
NO.	DATE	BY	DESCRIPTION	M. TAYLOR	
				DESIGN CHECKED J. POULSEN	
				DETAILED M. TAYLOR	
				DRAWING CHECKED J. POULSEN	CADD FILE NAME 23905 MPRE 001
					DRAWING DATE: 6/18/26

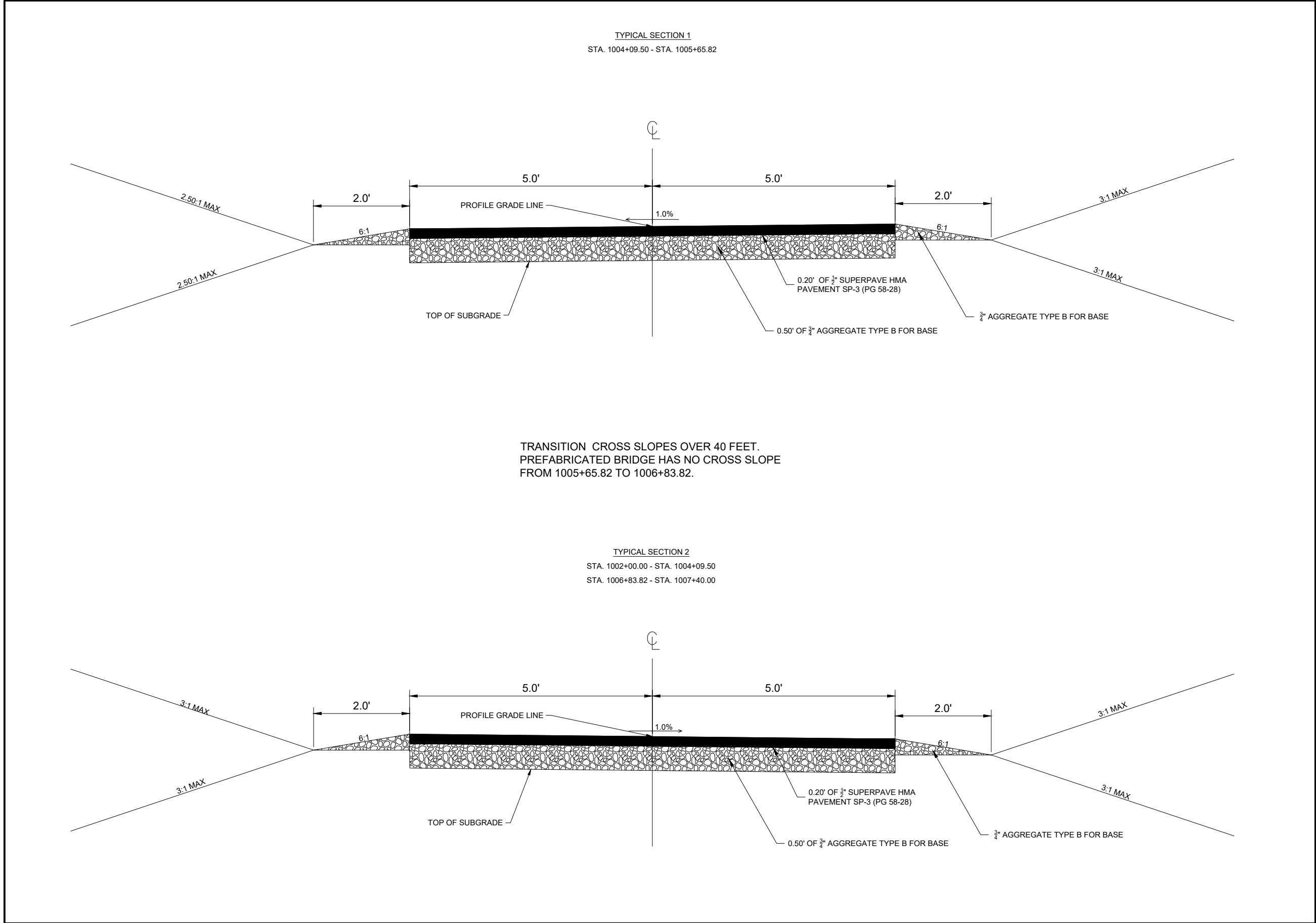
CITY OF

KELLER ASSOCIATES

PROJECT NO.	SURVEY CONTROL & MONUMENT PERP.
A023(905)	BRENNAN TRAIL EXTENSION & PEDESTRIAN BRIDGE

English
COUNTY BANNOCK
KEY NUMBER 23905
SHEET 4 OF 10





303-022A	3/4" AGGREGATE TYPE B FOR BASE
178.5 TON	1002+00.00 TO 1005+65.82
	1006+83.82 TO 1007+40.00
405-435A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-3
66.7 TON	1002+00.00 TO 1005+65.82
	1006+83.82 TO 1007+40.00

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	M. TAYLOR
DESIGN CHECKED	J. POULSEN
DETAILED	M. TAYLOR
DRAWING CHECKED	J. POULSEN

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23905 TYP1 001
DRAWING DATE: 5/28/26

CITY OF

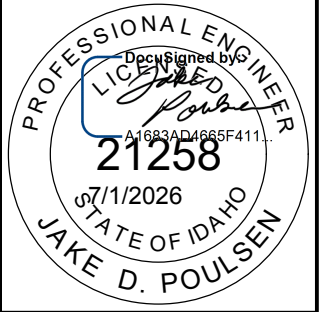


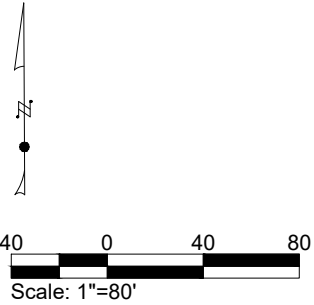
KELLER ASSOCIATES 

PROJECT NO.
A023(905)

TYPICAL SECTIONS
BRENNAN TRAIL EXTENSION & PEDESTRIAN BRIDGE

English
COUNTY BANNOCK
KEY NUMBER 23905
SHEET 5 OF 10





- LEGEND
- FLOODWAY
 - PATHWAY

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	M. TAYLOR
DESIGN CHECKED	J. POULSEN
DETAILED	M. TAYLOR
DRAWING CHECKED	J. POULSEN

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23905 PROV 001
DRAWING DATE: 5/27/26

CITY OF

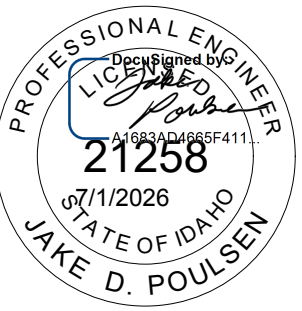
POCATELLO

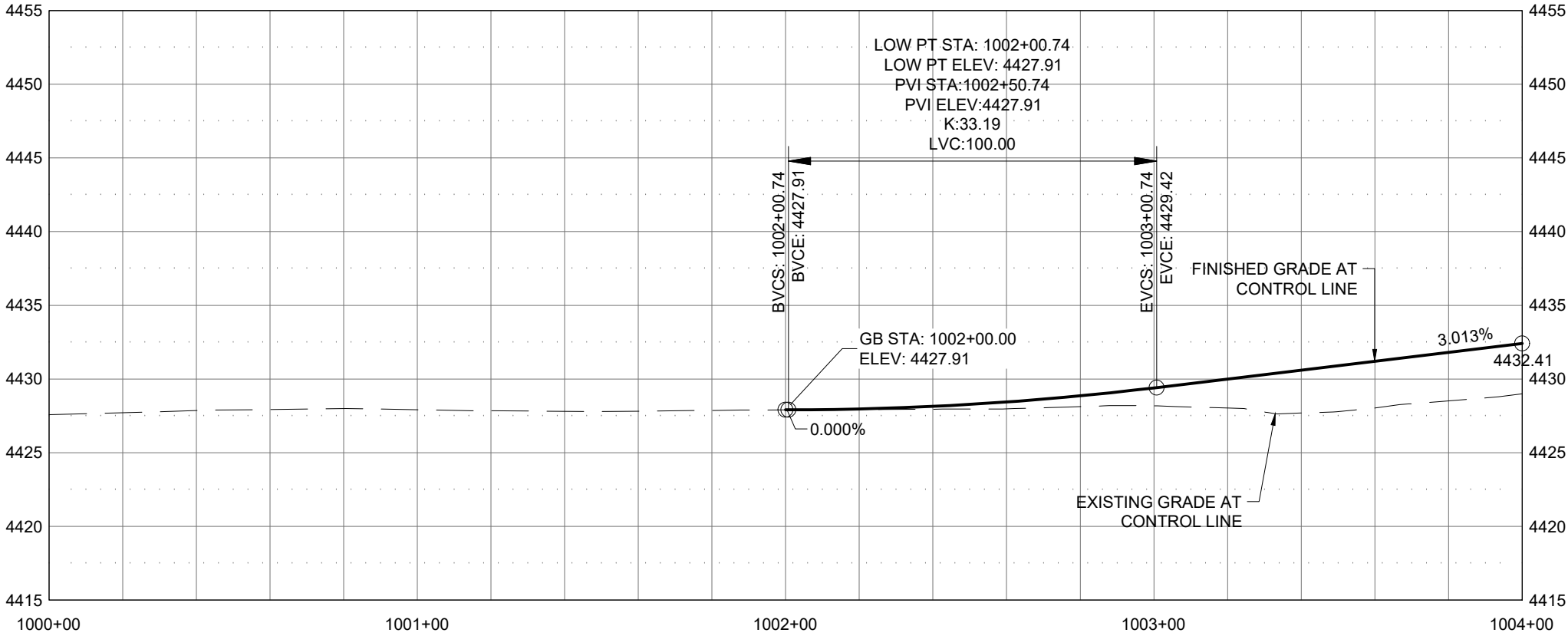
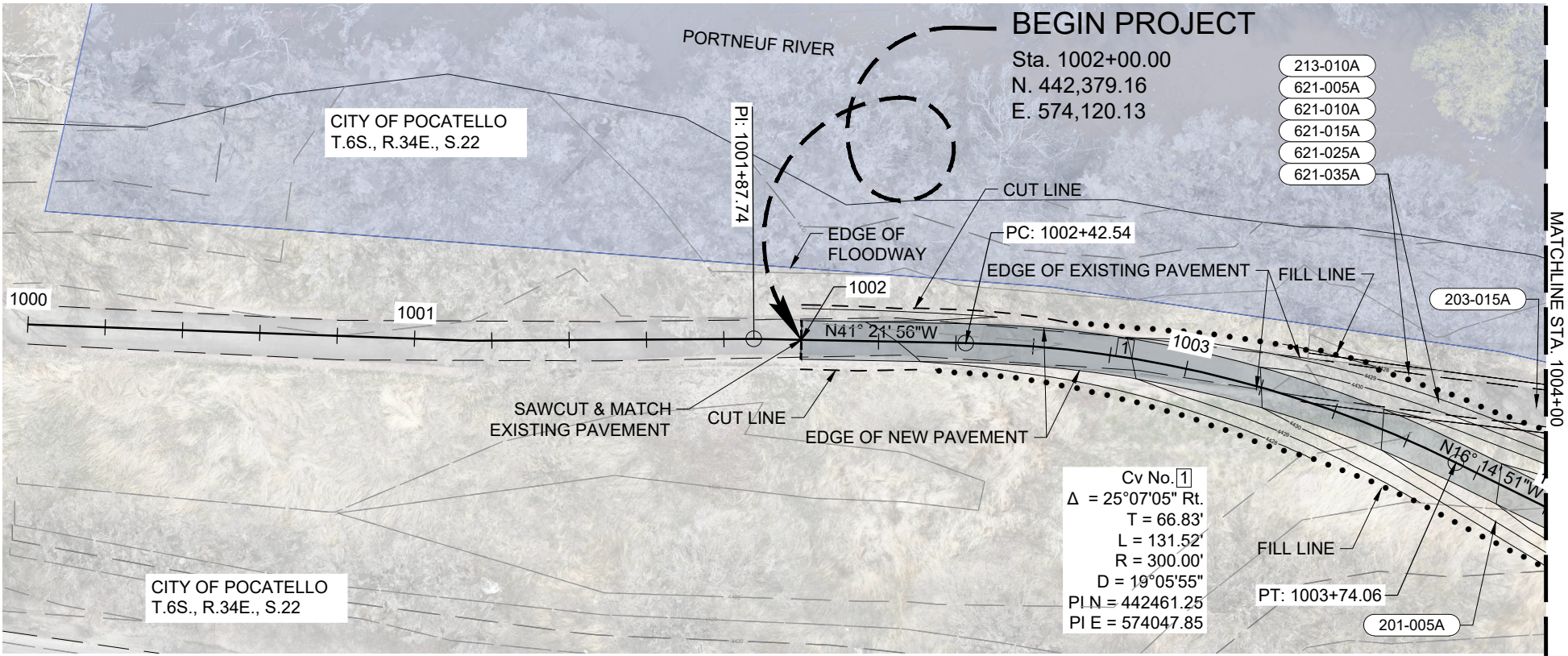
KELLER ASSOCIATES

PROJECT NO.
A023(905)

PROJECT OVERVIEW
BRENNAN TRAIL EXTENSION & PEDESTRIAN BRIDGE

English
COUNTY BANNOCK
KEY NUMBER 23905
SHEET 6 OF 10



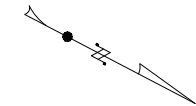


- 201-005A CLEARING & GRUBBING**
0.11 ACRE 1002+00 TO 1004+00
- 203-015A REMOVAL OF BITUMINOUS SURFACE**
97 SY 1002+83.74 TO 1004+00.00, 26.65 LT
- 213-010A TOPSOIL**
300.7 SY 1002+00 TO 1004+00
- 621-005A SEED BED PREPARATION**
0.06 ACRE 1002+00 TO 1004+00
- 621-010A SEEDING**
0.06 ACRE 1002+00 TO 1004+00
- 621-015A MULCHING**
0.12 ACRE 1002+00 TO 1004+00
- 621-025A MULCH ANCHORING (TACKIFIER)**
0.12 ACRE 1002+00 TO 1004+00
- 621-035A FERTILIZING**
0.06 ACRE 1002+00 TO 1004+00

NOTES

- EXCAVATE OUTSIDE CUT/FILL LIMITS FOR THE REMOVAL OF BITUMINOUS SURFACE FROM 1002+00 TO 1005+38.45, 9.47 LT AND 1006+98.47, 17.06 LT TO 1007+40.
- PROJECT LIMITS ARE WHOLLY WITHIN CITY OF POCA TELLO RIGHT-OF-WAY; ACCORDINGLY, RIGHT-OF-WAY BOUNDARIES LIE OUTSIDE THE EXTENTS ABLE TO BE SHOWN ON THIS PLAN SHEET.

FLOODWAY



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	M. TAYLOR
DESIGN CHECKED	J. POULSEN
DETAILED	M. TAYLOR
DRAWING CHECKED	J. POULSEN

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY

CADD FILE NAME
23905 PLPR 001

DRAWING DATE:
6/29/26



PROJECT NO.

A023(905)

PATHWAY PLAN AND PROFILE & UTILITIES

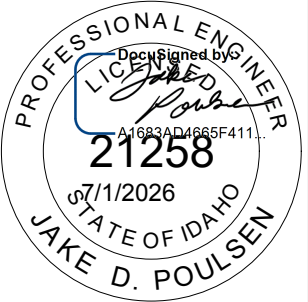
BRENNAN TRAIL EXTENSION
& PEDESTRIAN BRIDGE

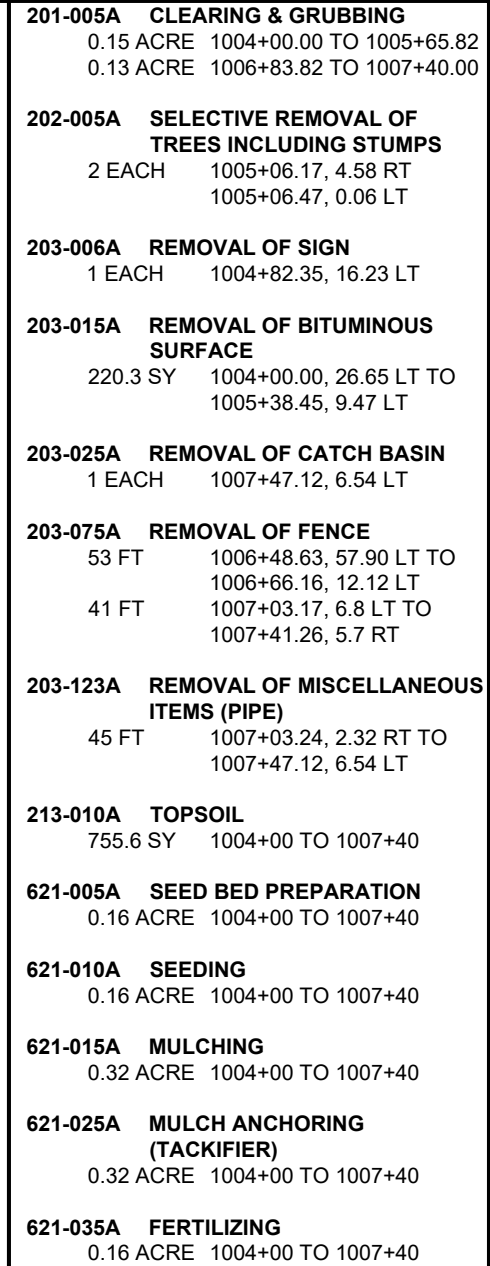
English

COUNTY
BANNOCK

KEY NUMBER
23905

SHEET 7 OF 10



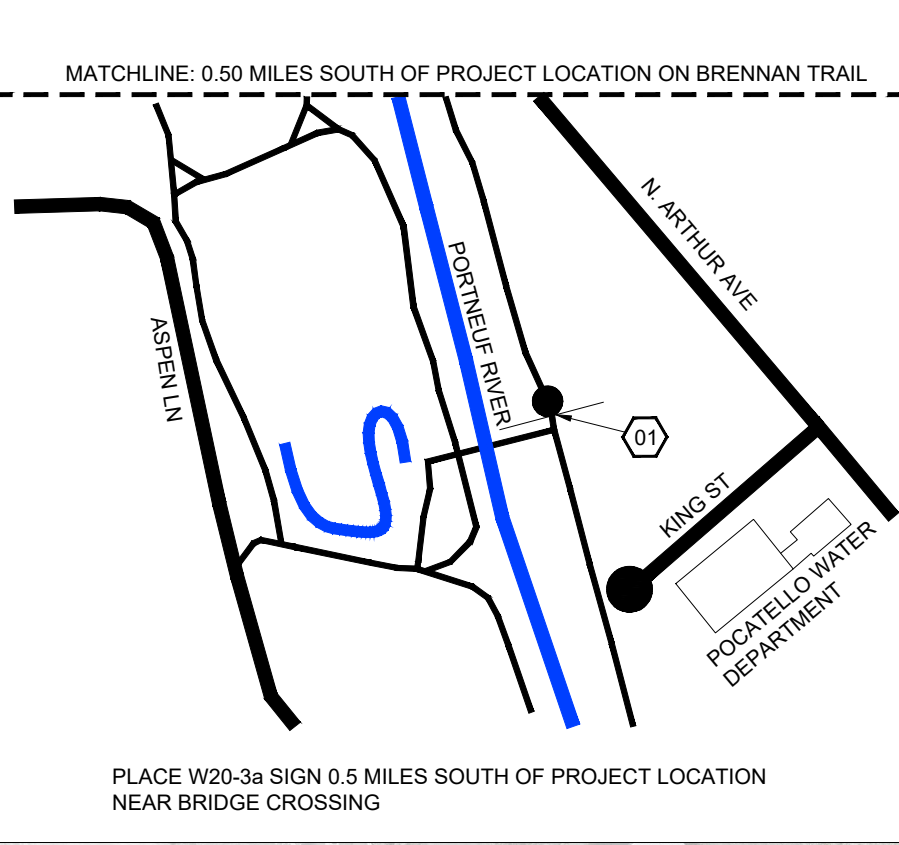
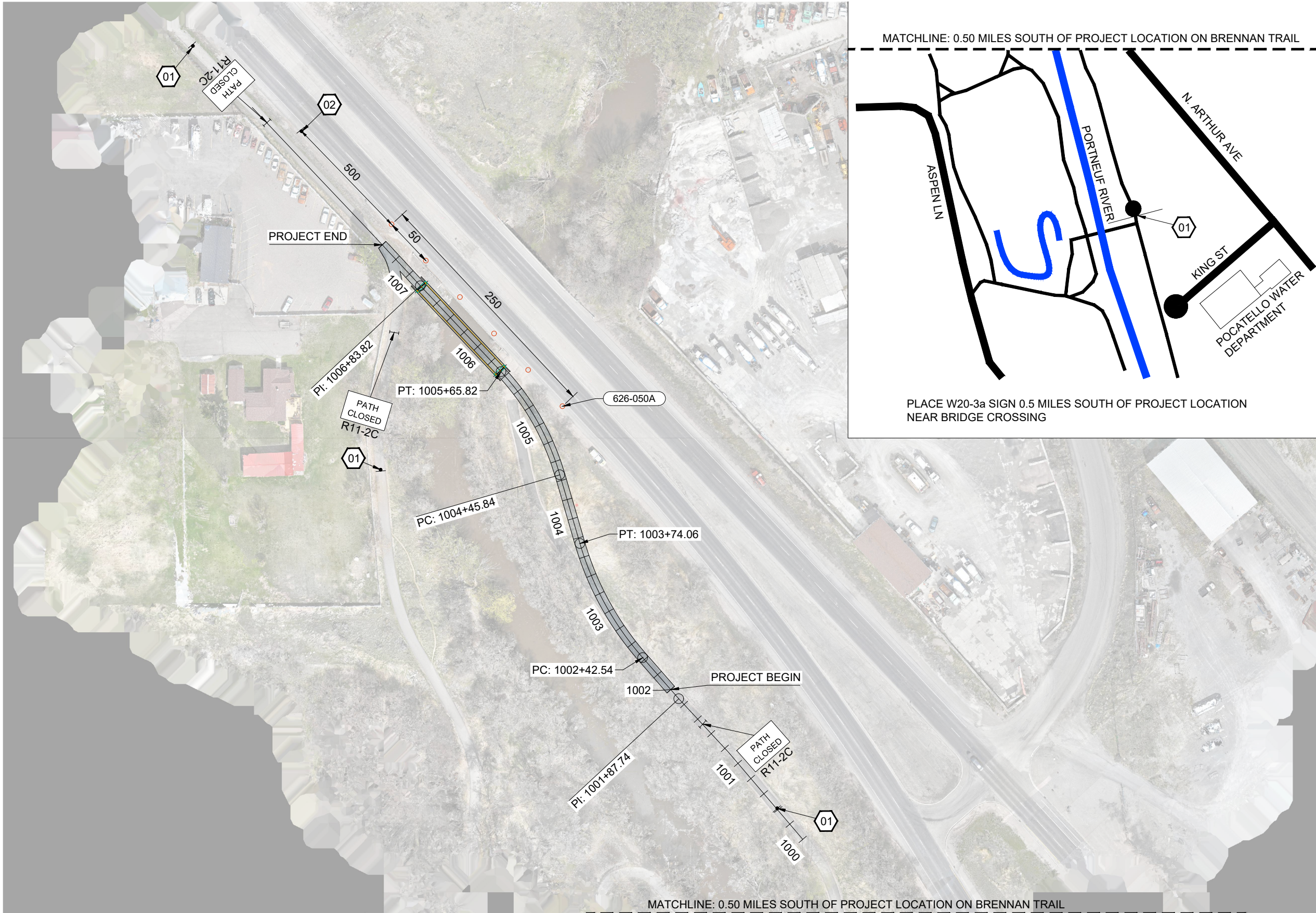


1. EXCAVATE OUTSIDE CUT/FILL LIMITS FOR THE REMOVAL OF BITUMINOUS SURFACE FROM 1002+00 TO 1005+38.45, 9.47 LT AND 1006+98.47, 17.06 LT TO 1007+40.

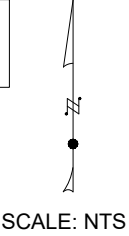


DocuSigned by

 A1683AD4665F411...
 21258
 7/1/2026
 JAKE D. POULSEN



TEMPORARY SHOULDER
WORK SIGNAGE



TEMPORARY TRAFFIC CONTROL
NOTES

- IF THE TEMPORARY TRAFFIC CONTROL PLAN SHOWN DOES NOT CONFORM TO THE CONTRACTOR'S METHOD OF OPERATIONS, SUBMIT A REVISED TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL.
- TEMPORARY TRAFFIC CONTROL MUST COMPLY WITH THE MOST RECENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE.
- ALL DISTANCES BETWEEN SIGNS ARE MINIMUMS AND MAY REQUIRE SPACING ADJUSTMENTS IN THE FIELD DEPENDING OF CONDITIONS.

01

W20-3a

PATH
CLOSED
AHEAD

02

W21-5a

SHOULDER
WORK

626-010A **TEMPORARY TRAFFIC
CONTROL SIGNS**
66 SF

626-040A **BARRICADE TYPE 3**
3 EA

626-050A **DRUMS**
6 EA

LEGEND

|

BARRICADE TYPE 3

●

CONSTRUCTION SIGN

○

DRUMS

■

CONSTRUCTION AREA

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	M. TAYLOR
DESIGN CHECKED	E. HULSLANDER
DETAILED	M. TAYLOR
DRAWING CHECKED	J. POULSEN

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY

CADD FILE NAME
23905 TRAF 001

DRAWING DATE:
5/28/26

CITY OF

POCATELLO

KELLER ASSOCIATES

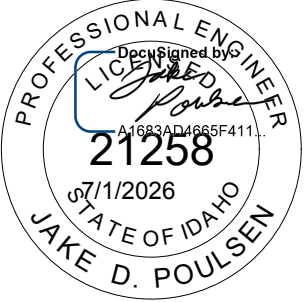
PROJECT NO.	TEMPORARY TRAFFIC CONTROL PLAN
A023(905)	BRENNAN TRAIL EXTENSION & PEDESTRIAN BRIDGE

English

COUNTY
BANNOCK

KEY NUMBER
23905

SHEET 9 OF 10

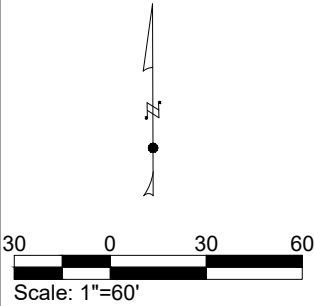




212-011A	FIBER WATTLE
70 FT	1003+62.63, 7.00 LT TO 1004+32.33, 14.46 LT
132 FT	1004+32.33, 7.00 LT TO 1005+65.91, 7.00 LT
99 FT	1003+99.14, 7.00 RT TO 1004+94.75, 15.89 RT
70 FT	1006+80.36, 9.54 RT TO 1007+40.00, 9.86 RT

212-020A	SILT FENCE
405 FT	1002+00.00, 15.00 LT TO 1005+78.34, 12.20 RT
63 FT	1006+58.69, 49.18 LT TO 1006+69.07, 11.22 RT

- SILT FENCE
- FIBER WATTLE
- PATHWAY
- FLOODWAY



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	M. TAYLOR
DESIGN CHECKED	J. POULSEN
DETAILED	M. TAYLOR
DRAWING CHECKED	J. POULSEN

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY

CADD FILE NAME
23905 EROS 001

DRAWING DATE:
6/18/26

CITY OF

POCATELLO

KELLER ASSOCIATES

PROJECT NO.

A023(905)

POLLUTION PREVENTION PLAN

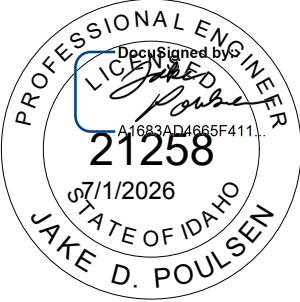
BRENNAN TRAIL EXTENSION
& PEDESTRIAN BRIDGE

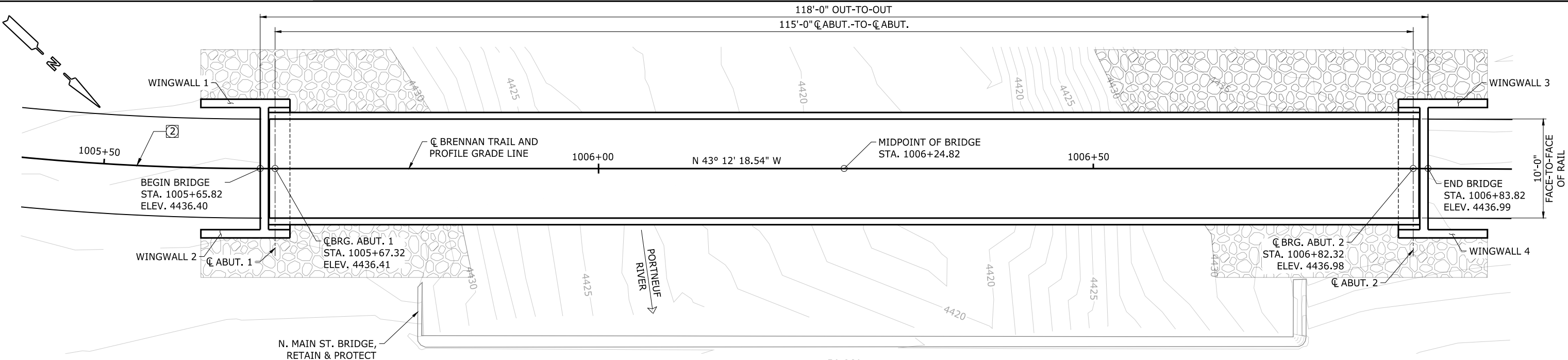
English

COUNTY
BANNOCK

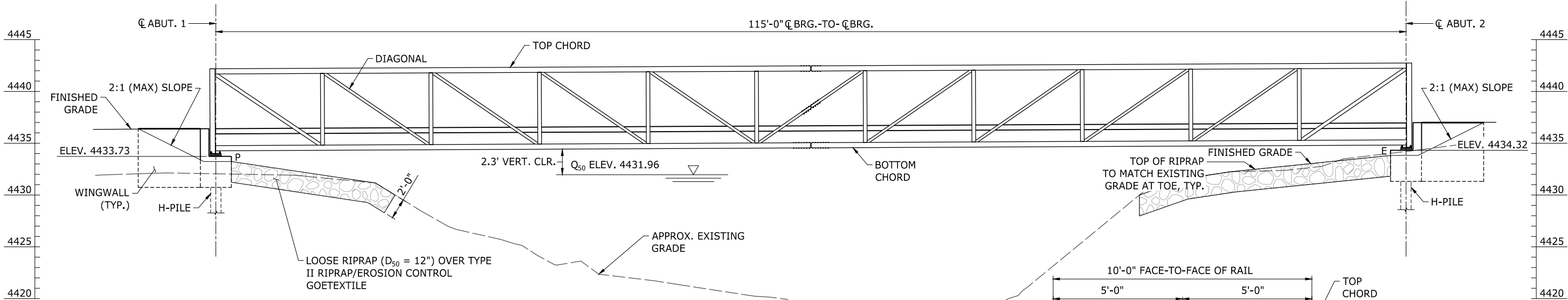
KEY NUMBER
23905

SHEET 10 OF 10

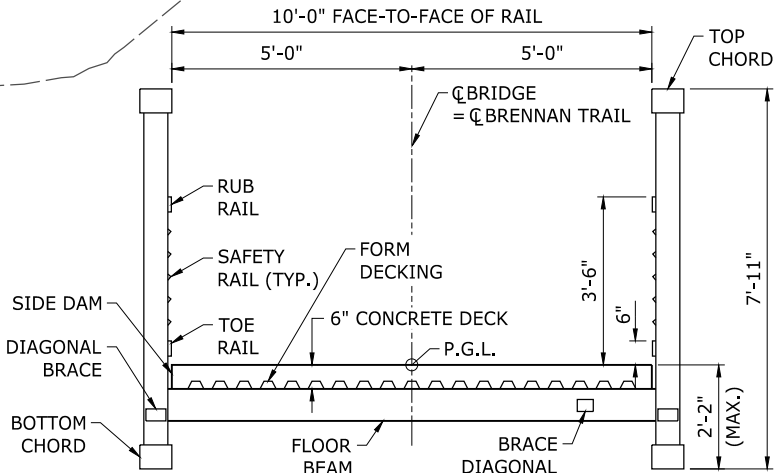




PLAN
1" = 10'-0"



ELEVATION
1" = 10'-0"



TYPICAL SECTION
1/4" = 1'-0"

NOTE:
P.G.L. = PROFILE GRADE LINE

HYDRAULIC DATA

FLOW PROFILE	DISCHARGE	H.W. ELEV.	VELOCITY
DESIGN [Q ₅₀]	2570 CFS	4431.96 FT	1.93 FT/S
BASE [Q ₁₀₀]	3250 CFS	4433.51 FT	1.67 FT/S
SCOUR [Q _{scour}]	5750 CFS	4437.11 FT	1.49 FT/S

HORIZONTAL CURVE DATA

Δ	= 26°57'28"
T	= 61.12'
L	= 119.98'
R	= 255.00'
PC	= 1004+45.84
PT	= 1005+65.82

PROFILE DATA

N.T.S.

* PROFILE GRADE MEASURED BASED ON TOP OF DECK.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	N. JOHNSON
DESIGN CHECKED	M. SLEGERS
DETAILED	M. OKSTEN
DWG. CHECKED	N. JOHNSON
CORRECTIONS	

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23905_A_SITL_01
DRAWING DATE: JUNE 2026



ENGLISH

PROJECT NO.

A023(095)

SITUATION AND LAYOUT

118' STEEL TRUSS PEDESTRIAN BRIDGE
BRENNAN TRAIL OVER PORTNEUF RIVER
STA. 1006+24.82

BRIDGE PLANS

BRIDGE KEY NO.

COUNTY

BANNOCK

BRIDGE DWG. NO.

KEY NO.

23905

SHEET

B1 OF B10



J:\22207 LHTA015, 23905, POCATELLO BRENNAN TRAIL & PED BRIDGE\PROJ_DE\PLAN_SHEETS\03 BRIDGE\23905_B_NOTE_01.DWG
LAST SAVED: 6/29/2026 2:34 PM
PRINTED: 6/30/2026 10:05 AM



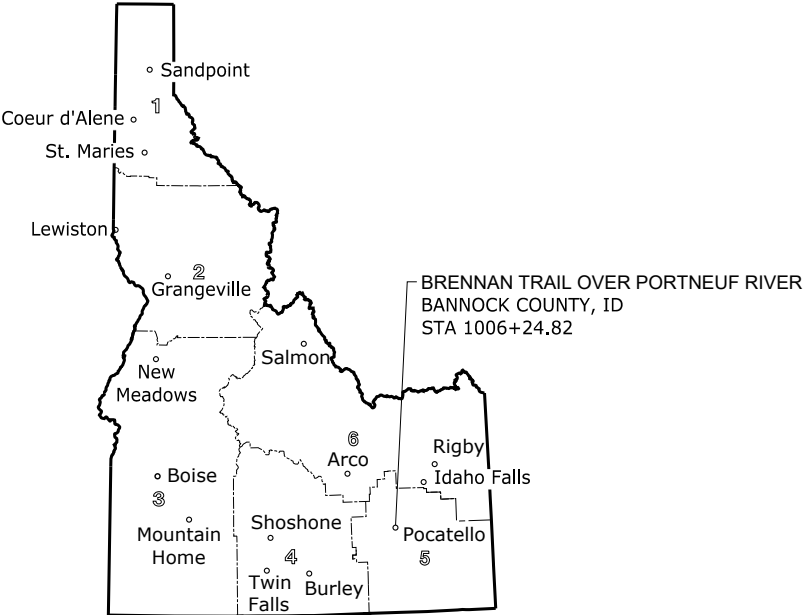
VICINITY MAP
N.T.S.

SHEET INDEX

SITUATION AND LAYOUT	B1
SHEET INDEX, QUANTITIES, AND VICINITY MAP	B2
DESIGN AND GENERAL NOTES	B3
FOUNDATION PLAN	B4
PILE NOTES AND DETAILS	B5
ABUTMENT DETAILS (1 OF 3)	B6
ABUTMENT DETAILS (2 OF 3)	B7
ABUTMENT DETAILS (3 OF 3)	B8
RIPRAP DETAILS	B9
METAL REINFORCEMENT	B10

QUANTITIES

210-005A	STRUCTURAL EXCAVATION SCH. NO. 1 (SOIL)	31 CY
210-015A	COMPACTING BACKFILL	31 CY
502-065A	CONCRETE CLASS 40AF	16.6 CY
503-020A	EPOXY COATED METAL REINFORCEMENT	2883 LB
505-030A	PROVIDE & DRIVE STEEL H PILES (12x74)	128 FT
505-185A	PROVIDE & DRIVE TEST PILES (HP-12x74)	96 FT
521-005A	DYNAMIC PILE TESTING	2 EACH
521-010A	CAPWAP ANALYSIS	4 EACH
574-005A	ANTI-GRAFFITI COATING	286 SF
624-005A	LOOSE RIPRAP (D50 = 12")	79 CY
640-010A	RIPRAP / EROSION CONTROL GEOTEXTILE	149 SY
S501-25A	SP BRIDGE, STEEL PEDESTRIAN BRIDGE	1 LS



REVISIONS				DESIGNED
NO.	DATE	BY	DESCRIPTION	N. JOHNSON
				DESIGN CHECKED
				M. SLEGGERS
				DETAILED
				M. OKSTEN
				DWG. CHECKED
				N. JOHNSON
				CORRECTIONS

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME
23905_B_NOTE_01
DRAWING DATE:
29/06/2026

CITY OF





ENGLISH
PROJECT NO.
A023(095)

SHEET INDEX, QUANTITIES, & VICINITY MAP
118' STEEL TRUSS PEDESTRIAN BRIDGE BRENNAN TRAIL OVER PORTNEUF RIVER STA. 1006+24.82

BRIDGE PLANS	
BRIDGE KEY NO.	
COUNTY	KEY NO.
BANNOCK	23905
BRIDGE DWG. NO.	SHEET
	B2 OF B10

PROFESSIONAL ENGINEER
LICENSED
NATHAN A. JOHNSON
STATE OF IDAHO
7/1/2026
23124
C1A55F461F6C462...

DESIGN NOTES

DESIGN SPECIFICATIONS

IN ACCORDANCE WITH: THE "AASHTO LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES" 2009 AND 2015 INTERIMS, THE "AASHTO LRFD BRIDGE DESIGN SPECIFICATION" 10TH EDITION, AND AASHTO/AWS "BRIDGE WELDING CODE" D1.5.

DESIGN PROCEDURES

PROPRIETARY COMPUTER SOFTWARE PROGRAMS USED TO FACILITATE THE DESIGN ARE AS FOLLOWS:

NAME	VERSION	RELEASE DATE

DESIGN LOADS

PERMANENT LOADS

DC	UNIT WEIGHT OF REINFORCED CONCRETE	0.150	kcf
	UNIT WEIGHT OF STRUCTURAL STEEL.....	0.490	kcf
EV	UNIT WEIGHT OF SOIL	0.128	kcf
EH	ACTIVE PRESSURE	0.038	kcf
	AT-REST PRESSURE	0.059	kcf
	PASSIVE PRESSURE	0.475	kcf

TRANSIENT LOADS

LL	H-5 TRUCK-DYNAMIC ALLOWANCE (IM) NOT APPLIED		
PL	PEDESTRIAN LOAD.....	0.090	ksf
LS	LIVE LOAD SURCHARGE AT ABUTMENT.....	0.70	feet
	LIVE LOAD SURCHARGE AT WINGWALLS.....	0.70	feet
TU	UNIFORM TEMPERATURE RANGE	-30° F to 120°F	
	BASE SETTING TEMPERATURE	60°F	

EXTREME EVENT LOADS

EQ	SITE CLASS	D	
	PEAK GROUND ACCELERATION (PGA)	0.211	g
	SHORT-PERIOD ACCELERATION COEFFICIENT S _{DS}	0.509	g
	1-SECOND ACCELERATION COEFFICIENT S _{D1}	0.258	g
	SEISMIC PERFORMANCE ZONE.....	2	

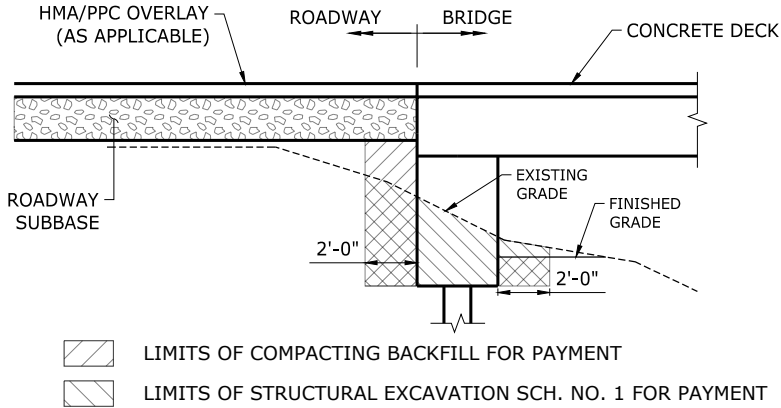
PILE DESIGN LOADS

STRENGTH LIMIT STATE

NOMINAL AXIAL RESISTANCE R _n	= 190	kips
AXIAL RESISTANCE FACTOR Φ	= 0.65	
FACTORED AXIAL RESISTANCE ΦR _n	= 123.5	kips
MAX. APPLIED AXIAL LOAD Q	= 67	kips
MIN. APPLIED AXIAL LOAD Q	= 40	kips
NOMINAL LATERAL RESISTANCE R _n	= 40	kips
BASED UPON 2" OF HORIZONTAL MOVEMENT		
LATERAL RESISTANCE FACTOR Φ	= 1.0	
FACTORED LATERAL RESISTANCE ΦR _n	= 40	kips
FACTORED LATERAL APPLIED LOAD γV.....	= 10	kips

SERVICE LIMIT STATE

NOMINAL LATERAL RESISTANCE R _n	= 11	kips
BASED UPON ¼" OF HORIZONTAL MOVEMENT		
LATERAL RESISTANCE FACTOR Φ	= 1.0	
FACTORED LATERAL RESISTANCE ΦR _n	= 11	kips
FACTORED LATERAL APPLIED LOAD γV.....	= 7	kips



EXCAVATION AND BACKFILL LIMITS FOR PAYMENT
N.T.S.

GENERAL NOTES

MATERIALS, CONSTRUCTION, AND WORKMANSHIP TO BE IN ACCORDANCE WITH THE STATE OF IDAHO TRANSPORTATION DEPARTMENT "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION" 2023 EDITION, 2025 SUPPLEMENTAL SPECIFICATIONS, THE PROJECT PLANS, AND THE SPECIAL PROVISIONS.

MATERIALS

CONCRETE:	ABUTMENTS, DECK (CLASS 40AF).....	f' _c = 4.00 ksi
METAL REINFORCEMENT:	AASHTO M31, GRADE 60 TYPE S	f _y = 60.00 ksi
STRUCTURAL STEEL (HSS):	ASTM A847	f _y = 50 ksi
STRUCTURAL STEEL (OTHER):	ASTM 709 GRADE 50W	f _y = 50 ksi
BASE METAL & WELD METAL CHARPY V-NOTCH REQUIREMENT WILL MEET ZONE (3).		
HIGH STRENGTH BOLTS: ASTM F3125, GRADE A325, TYPE 3		
ANCHOR RODS: ASTM A449, TYPE 3 OR ASTM A588		

PLAN DIMENSIONS AND ELEVATIONS

BEVEL EXPOSED EDGES OF CONCRETE ¾" UNLESS NOTED OTHERWISE.
DIMENSIONS TO REINFORCING STEEL ARE TO CENTERLINE OF BAR UNLESS NOTED OTHERWISE.
PROVIDE 2" CONCRETE COVER MEASURED FROM THE FACE OF THE CONCRETE TO THE FACE OF ANY REINFORCING BAR UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
PROVIDE REINFORCING STEEL SPLICE LENGTHS IN ACCORDANCE WITH AASHTO SPECIFICATIONS.

CONSTRUCTION

EPOXY-COATED REINFORCEMENT IS DESIGNATED BY AN (E) AFTER THE BAR MARK. GLASS FIBER REINFORCED POLYMER REINFORCEMENT IS DESIGNATED BY A (G) AFTER THE BAR MARK.
PROVIDE CONSTRUCTION JOINTS ONLY AT THE LOCATIONS SHOWN ON THE PLANS OR AS APPROVED.
WELDED FABRICATION WILL BE IN ACCORDANCE WITH ANSI/AASHTO/AWS D1.5 AND INTERIM REVISIONS PUBLISHED BY AASHTO.
ELEVATIONS BASED ON THE NAV88 DATUM.
ROUGHEN ALL HORIZONTAL CONSTRUCTION JOINTS TO ¼" AMPLITUDE UNLESS OTHERWISE NOTED.

INCIDENTAL ITEMS

WORK NECESSARY TO FULFILL THE CONTRACT IS NOT MEASURED OR PAID FOR SEPARATELY.

BEARINGS

BEARINGS DESIGNED BY CONTRACTOR.

BRIDGE DECK

CONCRETE DECK AND REINFORCING STEEL FOR THE CONCRETE DECK DESIGNED BY CONTRACTOR. CONCRETE AND REINFORCING STEEL FOR CONCRETE DECK ARE CONSIDERED INCIDENTAL TO S501-25A.

CONCRETE FINISH

FINISH CONCRETE DECK SLAB SURFACE AND THE TOP OF THE ABUTMENT BACKWALL IN ACCORDANCE WITH SECTION 502.03.I.3 SLAB FINISH OF THE ITD STANDARD SPECIFICATIONS. USE A SIDEWALK BROOM FINISH PROVIDING A DURABLE, HIGH-TRACTION SURFACE FOR PEDESTRIANS AS THE FINAL FINISH. APPLY BROOM FINISH STROKES TRANSVERSE TO THE BRIDGE CENTERLINE. USE A RUBBED SURFACE FINISH ON THE CONCRETE BACKWALL (EXCEPT THE TOP SURFACE) AND THE ABUTMENT WALL AND BEARING SEAT SURFACES IN ACCORDANCE WITH SECTION 502.03.I.2 OF THE ITD STANDARD SPECIFICATIONS. USE AN ORDINARY SURFACES FINISH ON THE FOOTING SURFACES IN ACCORDANCE WITH SECTION 502.03.I.1 OF THE ITD STANDARD SPECIFICATIONS.

MINIMUM LAP SPLICES

LAP SPLICES ARE PERMITTED ONLY AT THE LOCATIONS SPECIFIED ON THE PLANS. WHERE SPECIFIED BAR LENGTHS EXCEED STANDARD FABRICATION LENGTHS, MINIMUM SPLICES MAY BE PROVIDED AS FOLLOWS:

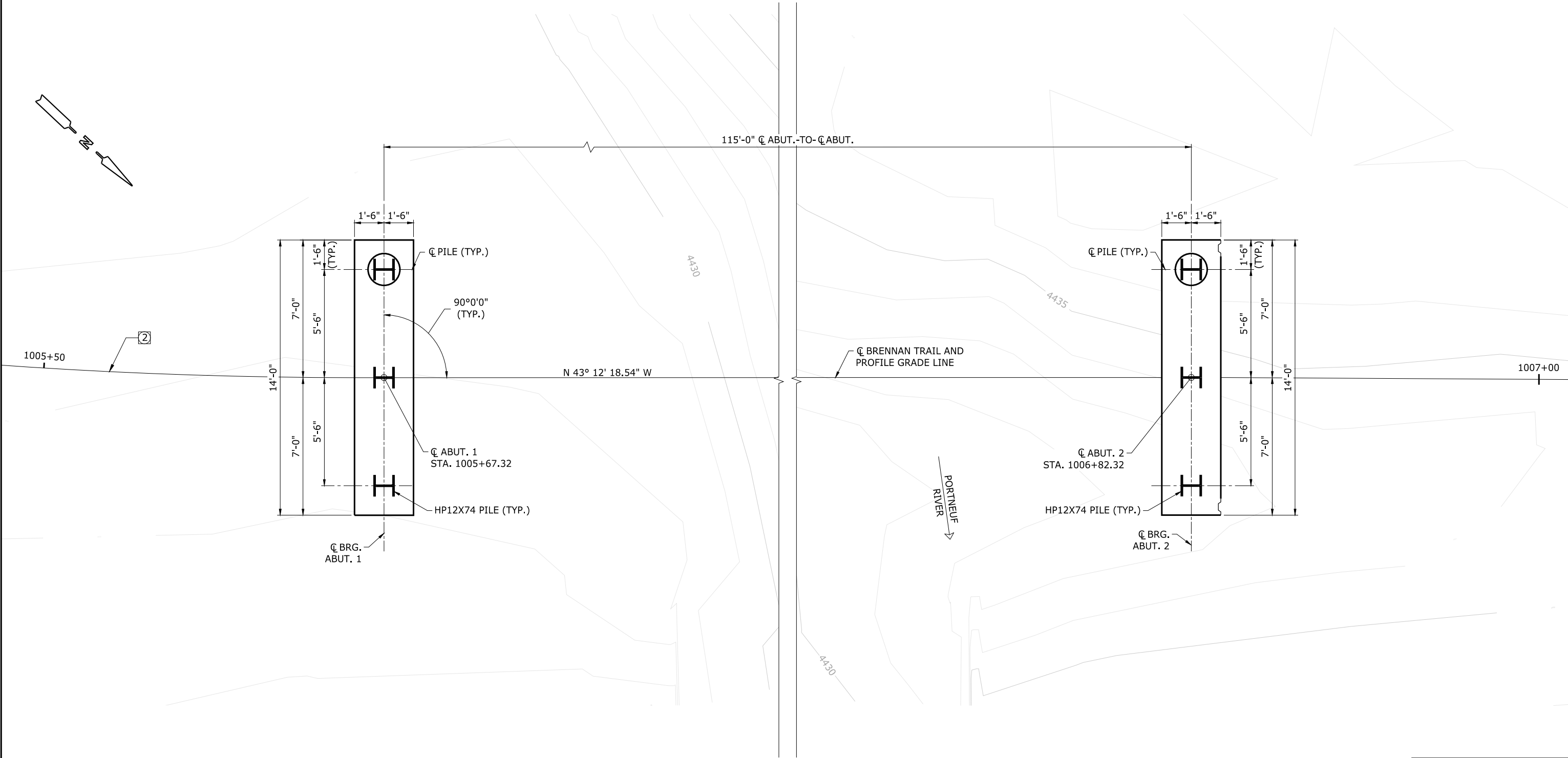
MINIMUM LAP SPLICE LENGTHS									
BAR TYPE	#3	#4	#5	#6	#7	#8	#9	#10	#11
UNCOATED	2'-0"	2'-0"	2'-0"	2'-5"	2'-9"	3'-3"	3'-7"	4'-0"	4'-3"
UNCOATED (TOP)*	2'-0"	2'-1"	2'-7"	3'-1"	3'-8"	4'-1"	4'-7"	5'-2"	5'-9"
EPOXY COATED	2'-0"	2'-5"	2'-11"	3'-7"	4'-2"	4'-9"	5'-4"	5'-11"	6'-8"
EPOXY COATED (TOP)*	2'-0"	2'-8"	3'-4"	4'-0"	4'-8"	5'-4"	5'-11"	6'-9"	7'-6"

*TOP BARS ARE HORIZONTAL BARS WITH 12" OR MORE OF WET CONCRETE PLACEDBELOW.

REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	CITY OF POCATELLO	<i>ENGLISH</i>	GENERAL NOTES	BRIDGE PLANS	
NO.	DATE	BY	DESCRIPTION	N. JOHNSON					BRIDGE KEY NO.	
				M. SLEGERS					COUNTY	KEY NO.
				M. OKSTEN					BANNOCK	23905
				N. JOHNSON					BRIDGE DWG. NO.	SHEET
				CORRECTIONS	CADD FILE NAME 23905_B_NOTE_02				B3 OF B10	
					DRAWING DATE: JUNE 2026	KELLER ASSOCIATES 				

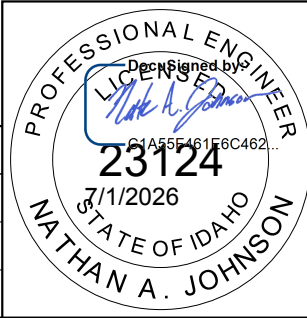


H-PILE LEGEND:
⊙ DENOTES VERTICAL TEST PILE
I DENOTES VERTICAL PILING



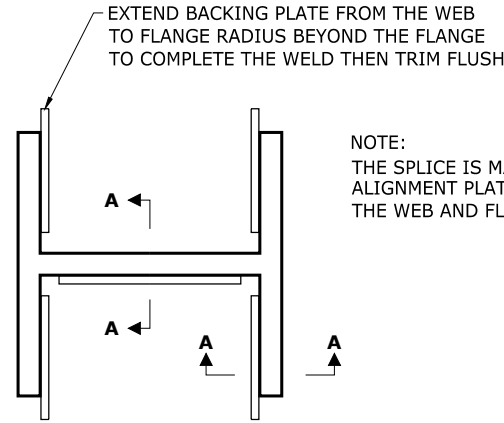
FOUNDATION PLAN
1" = 5'-0"

REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	CITY OF POCATELLO	ENGLISH	FOUNDATION LAYOUT	BRIDGE PLANS		
NO.	DATE	BY	DESCRIPTION	N. JOHNSON					BRIDGE KEY NO.		
				M. SLEGRS							
				M. OKSTEN					COUNTY	KEY NO.	
				N. JOHNSON					BANNOCK	23905	
				CORRECTIONS	CADD FILE NAME <td>BRIDGE DWG. NO.</td> <td></td> <td></td> <td>SHEET</td> <td></td>	BRIDGE DWG. NO.			SHEET		
					23905_D_FDPL_01		A023(095)	118' STEEL TRUSS PEDESTRIAN BRIDGE BRENNAN TRAIL OVER PORTNEUF RIVER STA. 1006+24.82		B4 OF B10	
					DRAWING DATE:	KELLER ASSOCIATES 					
					26/05/2026						



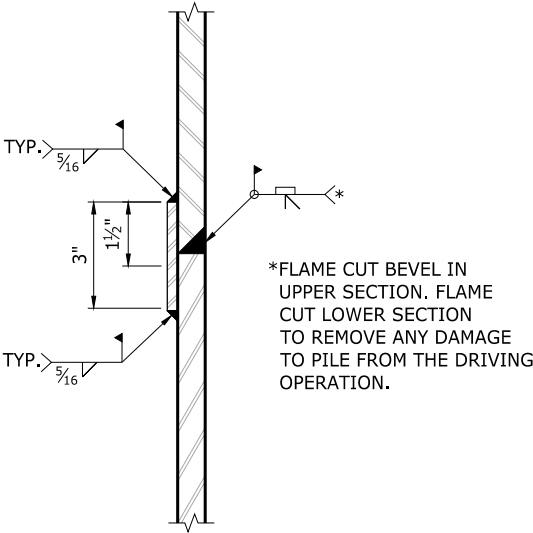
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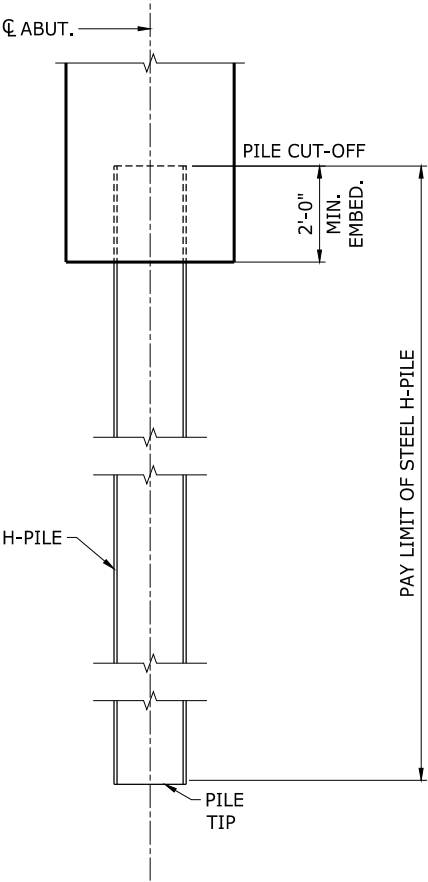


H-PILE BUTT WELDED SPLICE DETAIL
N.T.S.

NOTE:
THE SPLICE IS MADE BY USING 3" X 3/8"
ALIGNMENT PLATES AND BUTT WELDING
THE WEB AND FLANGES



SECTION A-A



SECTION THROUGH ABUTMENT
N.T.S.

- NOTES:
- MATERIAL SPECIFICATIONS
1. PROVIDE HP12X74 STEEL H-PILES THAT CONFORM TO ASTM A572 GRADE 50.
 2. PROVIDE SPLICE PLATES OF THE SAME MATERIAL AS THE STEEL H-PILES.
 3. SPLICE PILE ACCORDING TO THE PILE SPLICE DETAIL OR PROVIDE PREFABRICATED SPLICERS ACCORDING TO ITD'S QUALIFIED PRODUCTS LIST FOR CATEGORY 505 PILING AND SUB-CATEGORY "SPlicing FOR STEEL H-PILES".
- WELDING
4. QUALIFICATION OF WELDERS, MATERIALS, INSPECTION, AND PROCEDURES FOR WELDING H-PILE WITH AN O.D. EQUAL TO OR LESS THAN 18" MUST CONFORM TO THE CURRENT EDITION OF AWS D1.1.
 5. PROVIDE WELDING QUALIFICATION TESTS TO DEMONSTRATE THE WELDABILITY OF H-PILES UNDER FIELD CONDITIONS FOR WELDS TO BE MADE ON THE PILES.
 6. ATTACH PREFABRICATED SPLICERS BY WELDING IN ACCORDANCE WITH THE CURRENT EDITION OF AWS D1.1 WITH A FULL PENETRATION WELD. SUBMIT WELDING DETAILS AND PROCEDURES FOR APPROVAL.
- DRIVING DATA
7. SUBMIT THE TYPE AND OPERATION SPECIFICATIONS OF THE HAMMER 15 CALENDAR DAYS BEFORE PILE DRIVING BEGINS.
 8. DRIVE PILES TO NOMINAL AXIAL RESISTANCE OF 190 KIPS PER PILE, AS DETERMINED BY A WAVE EQUATION ANALYSIS IN ACCORDANCE WITH 505.03 PART G.
 9. THE RATED ENERGY FOR THE HAMMER USED FOR DRIVING PILES IS RECOMMENDED TO BE BETWEEN 20 AND 40 KIP-FeET. THE RATED ENERGY RANGE MAY BE CHANGED IF APPROVED.
 10. NOTIFY THE ENGINEER BEFORE FURTHER PILE DRIVING IF THE HIGHEST PILE TIP ELEVATION IS NOT OBTAINED.
- TEST PILES
11. DRIVE TEST PILES TO 1 1/2 TIMES THE ESTIMATED PILE PENETRATION LENGTH OR REFUSAL, WHICHEVER COMES FIRST. FOR EACH TEST PILE, PERFORM PILE DYNAMIC TESTING DURING INITIAL PILE DRIVING AND DURING RESTRIKE IF NECESSARY, OR AS DIRECTED.
 12. IF THE TEST PILE NOMINAL AXIAL RESISTANCE IS NOT ACHIEVED, RESTRIKE THE TEST PILE TO 4 INCHES OF PENETRATION AFTER A 24 HOUR WAITING PERIOD, OR AS DIRECTED. IF THE TEST PILE ACHIEVES THE NOMINAL AXIAL RESISTANCE DURING INITIAL DRIVING, TEST PILE RESTRIKE IS NOT REQUIRED.
 13. INCORPORATE TEST PILES THAT MEET PRODUCTION PILE DRIVING CRITERIA INTO THE PERMANENT WORK.
 14. PERFORM CAPWAP ANALYSIS AT TWO TEST PILE PENETRATION DEPTHS:
 1. AT THE DEPTH WHERE THE CASE METHOD INDICATES THE ESTIMATED TEST PILE CAPACITY EQUALS THE NOMINAL AXIAL RESISTANCE SHOWN ON THE PLANS (THIS DEPTH MUST BE EQUAL TO OR DEEPER THAN THE HIGHEST PILE TIP ELEVATION SHOWN ON THE PLANS), OR AS DIRECTED.
 2. AT THE END OF INITIAL DRIVING AND ON PILE RESTRIKES.
- MISCELLANEOUS
15. PILE TIP ELEVATIONS ARE SHOWN FOR ESTIMATING PURPOSES ONLY.
 16. ESTIMATED PILE LENGTHS ARE COMPUTED FROM PILE CUT-OFF AND ESTIMATED PILE TIP ELEVATIONS.

PILE SCHEDULE					
LOCATION	NO.	ELEVATION			ESTIMATED PILE LENGTH (FT)
		PILE CUT-OFF	ESTIMATED PILE TIP	HIGHEST PILE TIP	
ABUTMENT 1	3	4432.73	4400.73	4405.73	32
ABUTMENT 2	3	4433.32	4401.32	4406.32	32

REVISIONS				DESIGNED
NO.	DATE	BY	DESCRIPTION	N. JOHNSON
				DESIGN CHECKED
				M. SLEGERS
				DETAILED
				M. OKSTEN
				DWG. CHECKED
				N. JOHNSON
				CORRECTIONS

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 23905_D_FDTL_01
DRAWING DATE: 26/05/2026

CITY OF

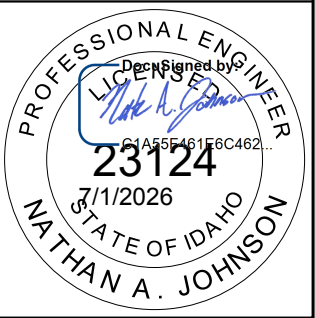


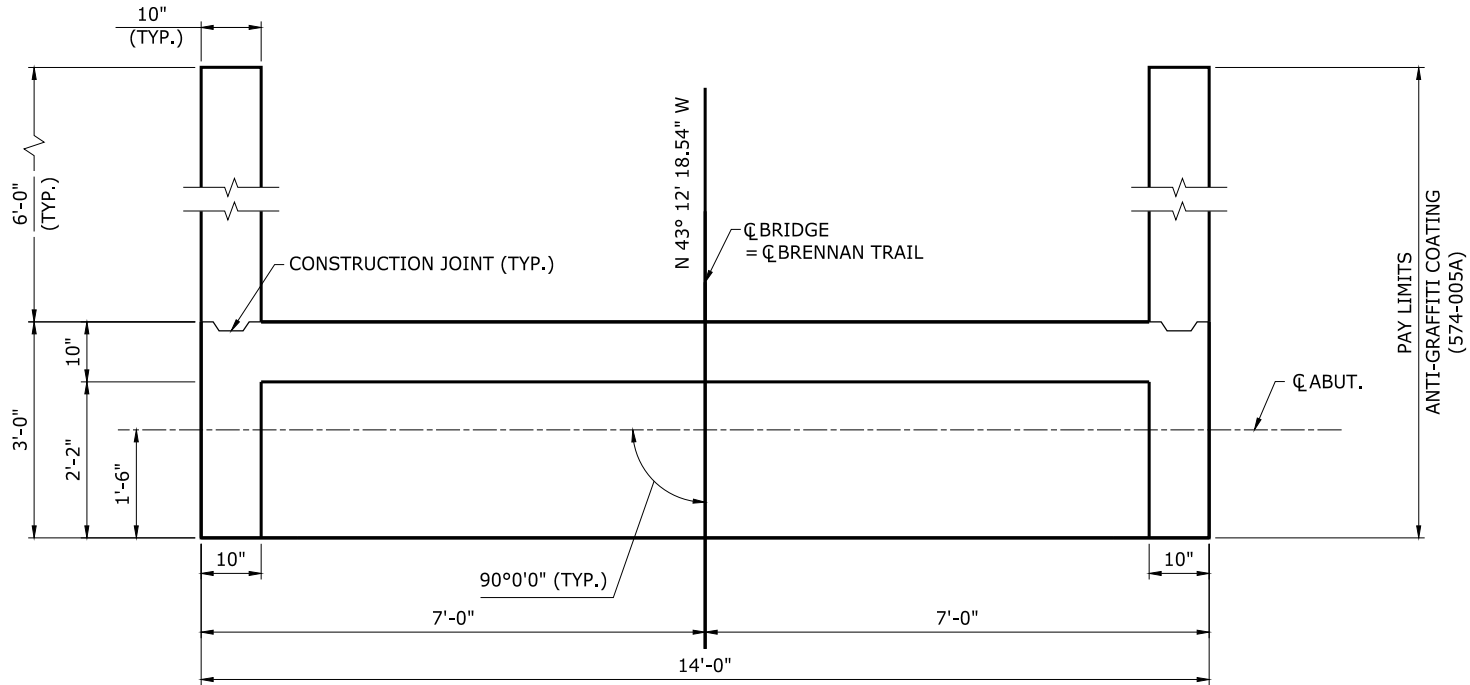


ENGLISH
PROJECT NO.
A023(095)

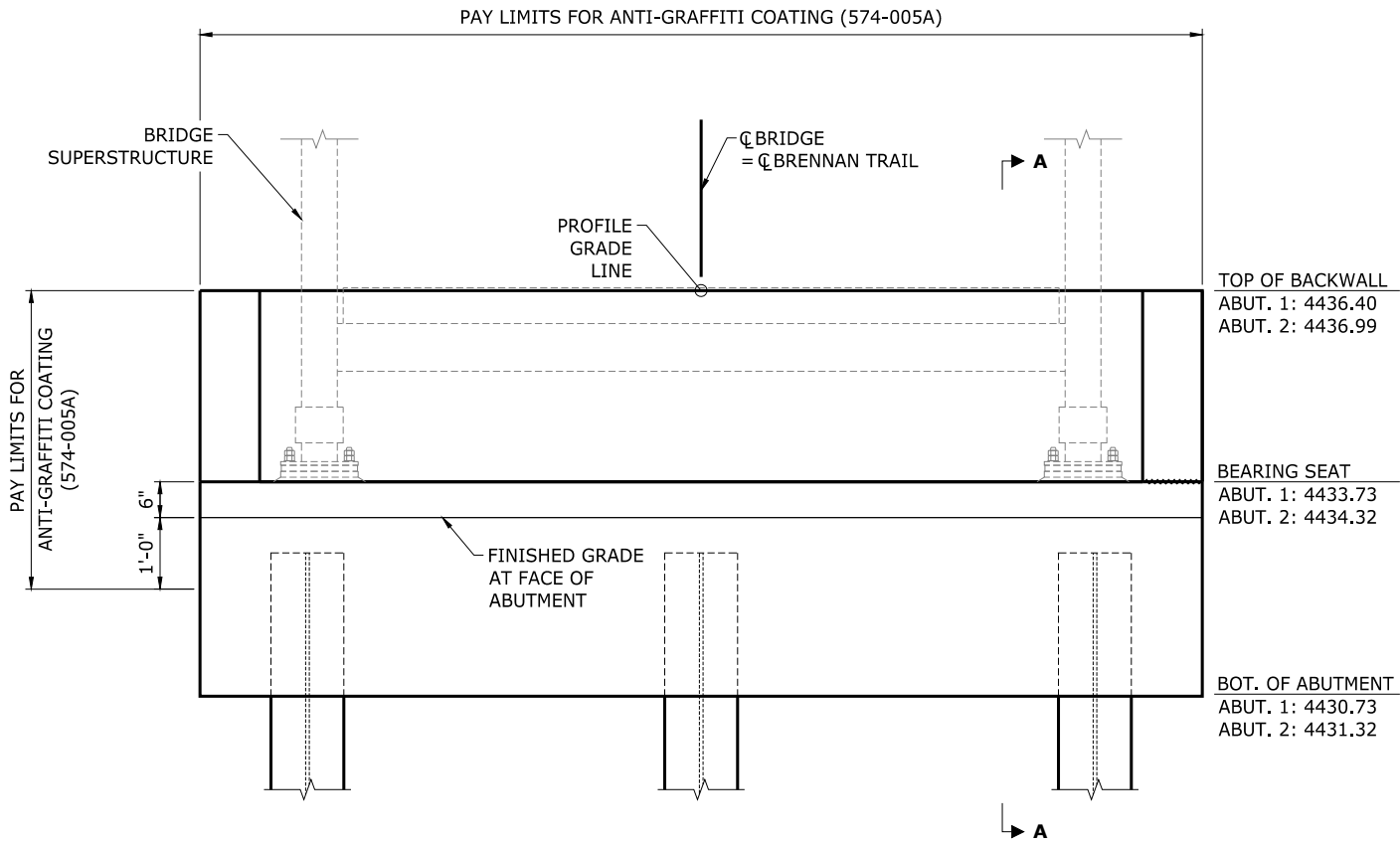
PILE NOTES AND DETAILS
118' STEEL TRUSS PEDESTRIAN BRIDGE BRENNAN TRAIL OVER PORTNEUF RIVER STA. 1006+24.82

BRIDGE PLANS	
BRIDGE KEY NO.	
COUNTY BANNOCK	KEY NO. 23905
BRIDGE DWG. NO.	SHEET B5 OF B10

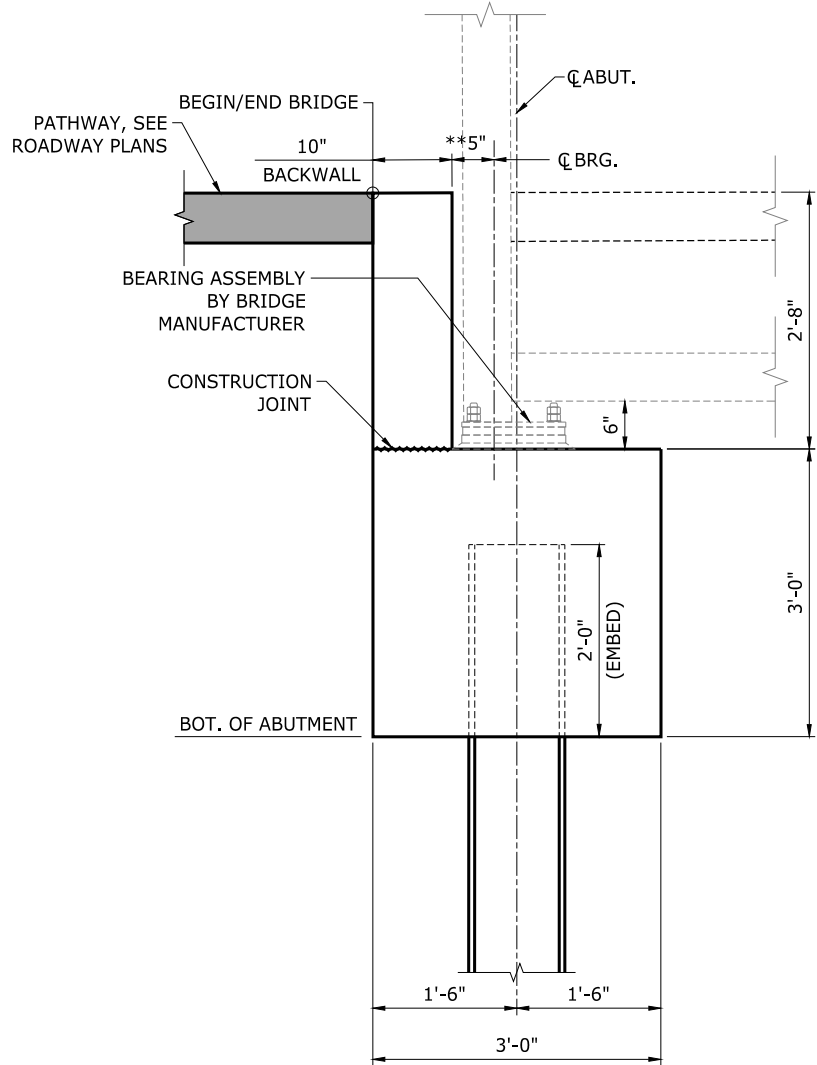




PLAN
3/8" = 1'-0"



ELEVATION
3/8" = 1'-0"



SECTION A-A
1/2" = 1'-0"

- NOTES:
1. **DENOTES ASSUMED DIMENSION. DIMENSION MUST BE CHECKED AGAINST CONTRACTOR SUPPLIED BRIDGE SHOP DRAWINGS. NOTIFY ENGINEER OF ANY CONFLICTS.
 2. STEEL TRUSS MANUFACTURER TO PROVIDE COVER PLATE OVER JOINT BETWEEN DECK SURFACE AND BACKWALL. INSTALL PLATE TO SIT FLUSH ON CONCRETE BACKWALL.
 3. APPLY ANTI-GRAFFITI COATING TO EXPOSED FACES OF CONCRETE, INCLUDING WINGWALL, PILE CAP, BACKWALL AND BEAM SEAT.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	N. JOHNSON
DESIGN CHECKED	M. SLEGRS
DETAILED	M. OKSTEN
DWG. CHECKED	N. JOHNSON
CORRECTIONS	

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME
23905_E_DABT_01
DRAWING DATE:
30/06/2026

CITY OF

POCATELLO

KELLER ASSOCIATES

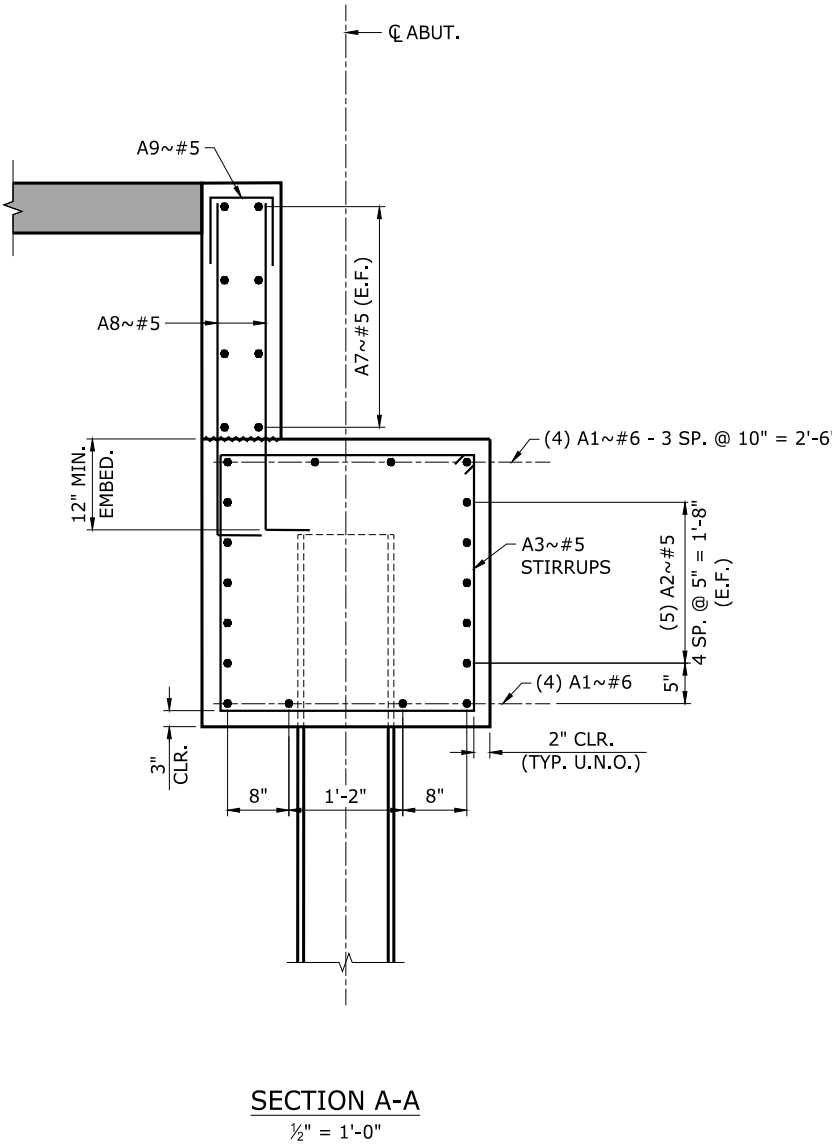
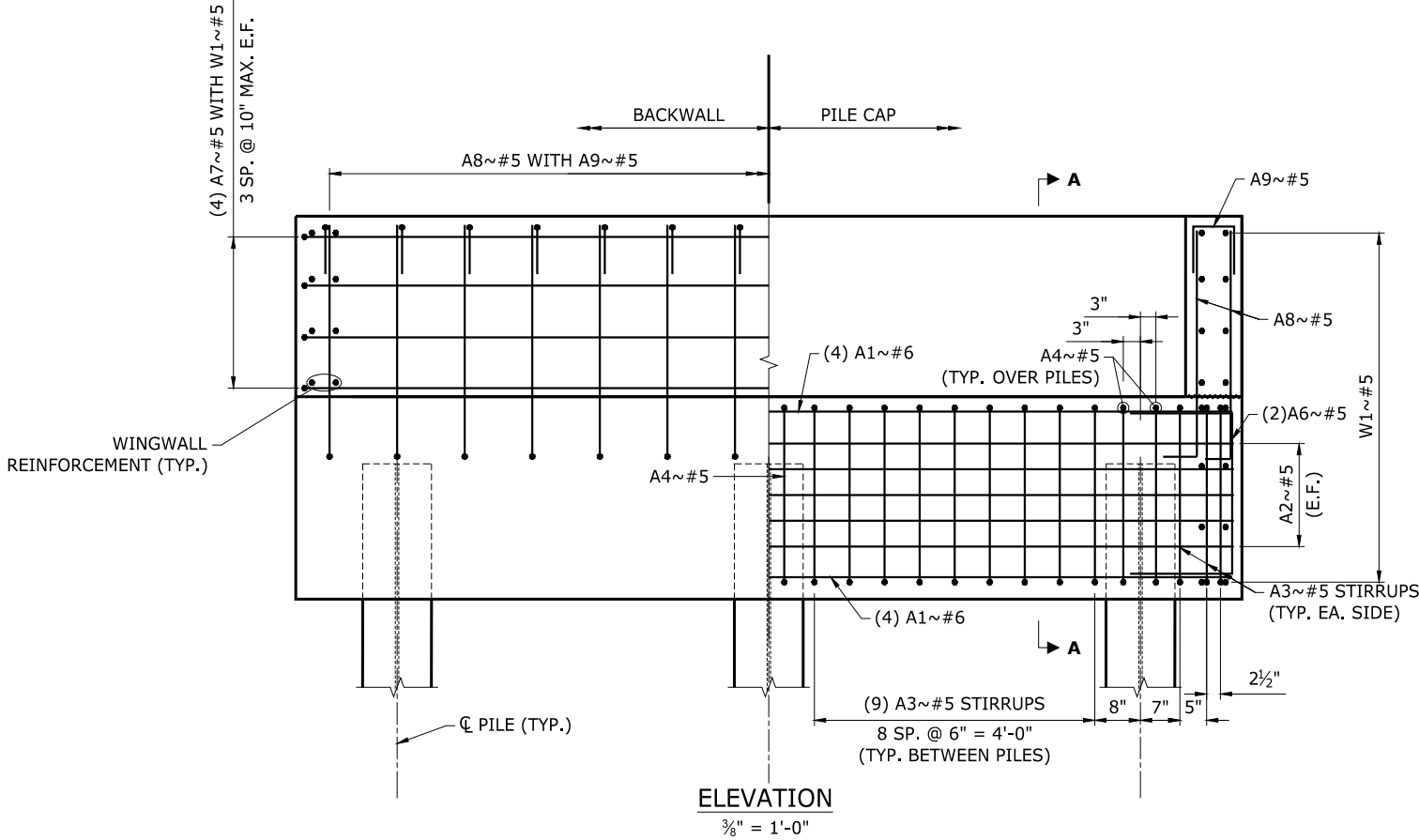
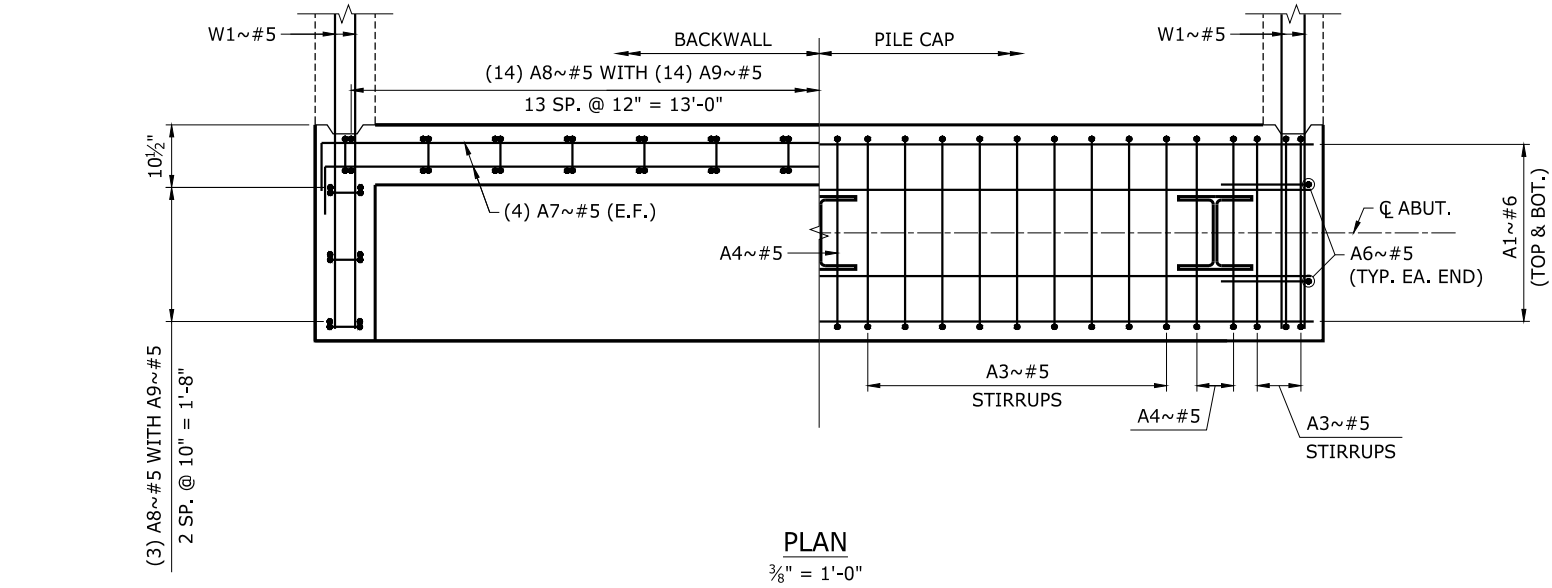
ENGLISH
PROJECT NO.
A023(095)

ABUTMENT DETAILS (1 OF 3)
118' STEEL TRUSS PEDESTRIAN BRIDGE BRENNAN TRAIL OVER PORTNEUF RIVER STA. 1006+24.82

BRIDGE PLANS	
BRIDGE KEY NO.	
COUNTY	KEY NO.
BANNOCK	23905
BRIDGE DWG. NO.	SHEET
	B6 OF B10



- NOTES:
1. ALL REINFORCEMENT IS EPOXY COATED REINFORCEMENT.
 2. E.F. = EACH FACE



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	N. JOHNSON
DESIGN CHECKED	M. SLEGERS
DETAILED	M. OKSTEN
DWG. CHECKED	N. JOHNSON
CORRECTIONS	

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME
23905_E_DABT_02
DRAWING DATE:
30/06/2026

CITY OF

POCATELLO

KELLER ASSOCIATES

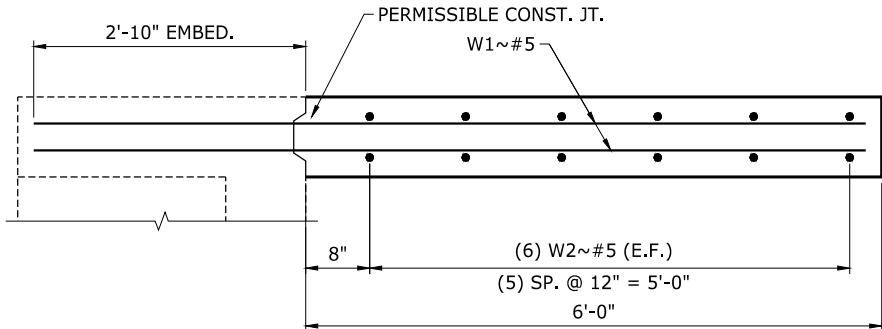
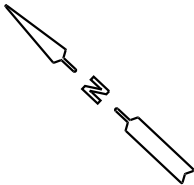
ENGLISH
PROJECT NO.
A023(095)

ABUTMENT DETAILS (2 OF 3)
118' STEEL TRUSS PEDESTRIAN BRIDGE BRENNAN TRAIL OVER PORTNEUF RIVER STA. 1006+24.82

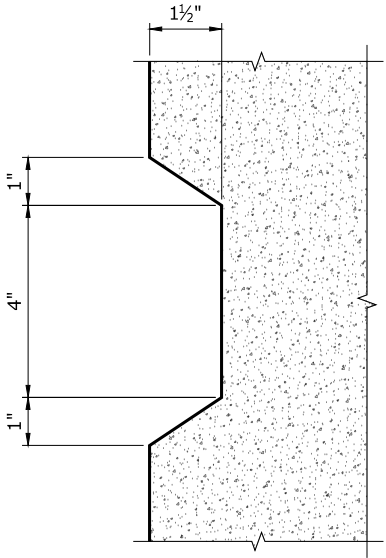
BRIDGE PLANS	
BRIDGE KEY NO.	
COUNTY	KEY NO.
BANNOCK	23905
BRIDGE DWG. NO.	SHEET
	B7 OF B10



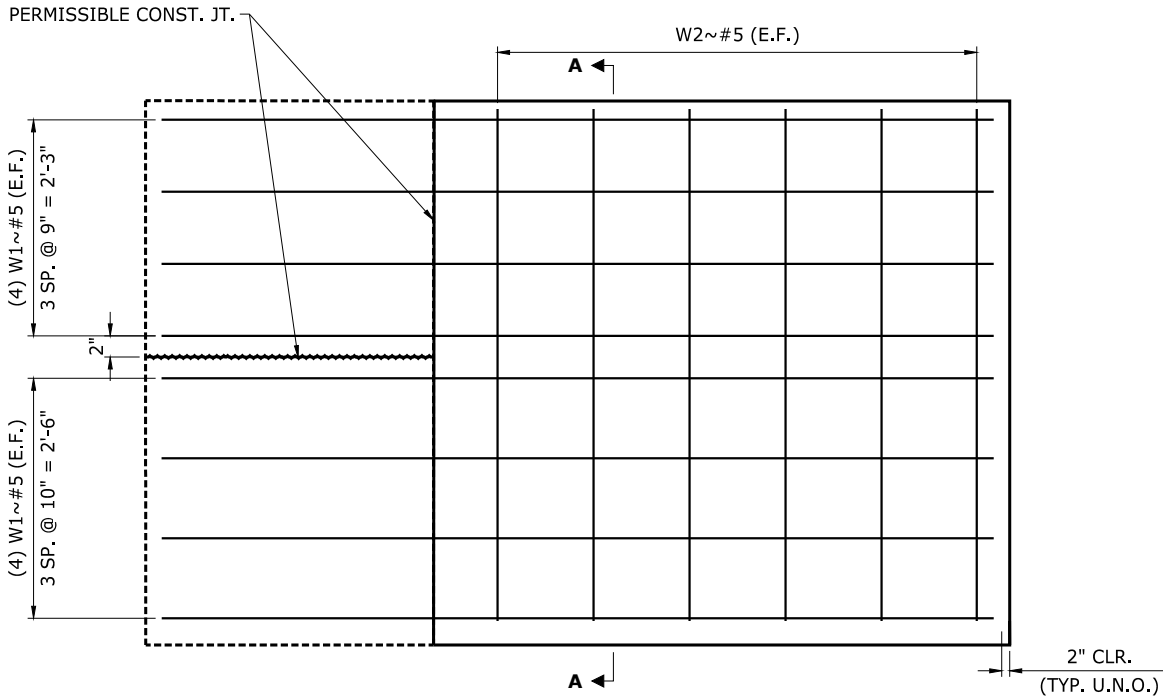
- NOTES:
- 1. ALL REINFORCEMENT IS EPOXY COATED REINFORCEMENT.
 - 2. E.F. = EACH FACE



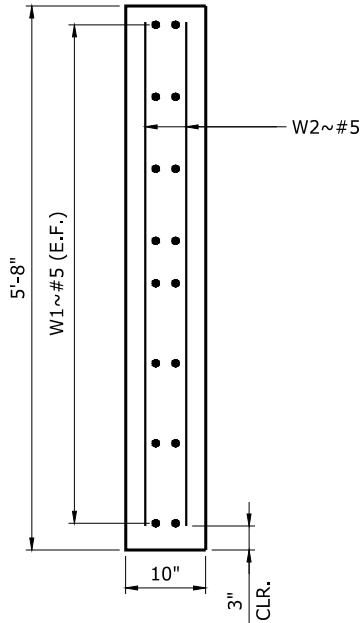
WINGWALL 2 PLAN
1/2" = 1'-0"
(WINGWALL 1, 3, & 4 SIMILAR)



SHEAR KEY DETAIL
N.T.S.

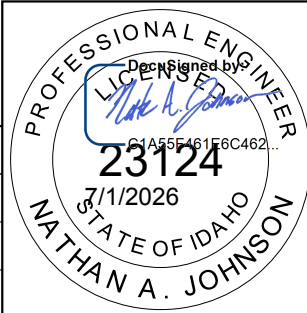


WINGWALL 2 ELEVATION
1/2" = 1'-0"
(WINGWALL 1, 3, & 4 SIMILAR)

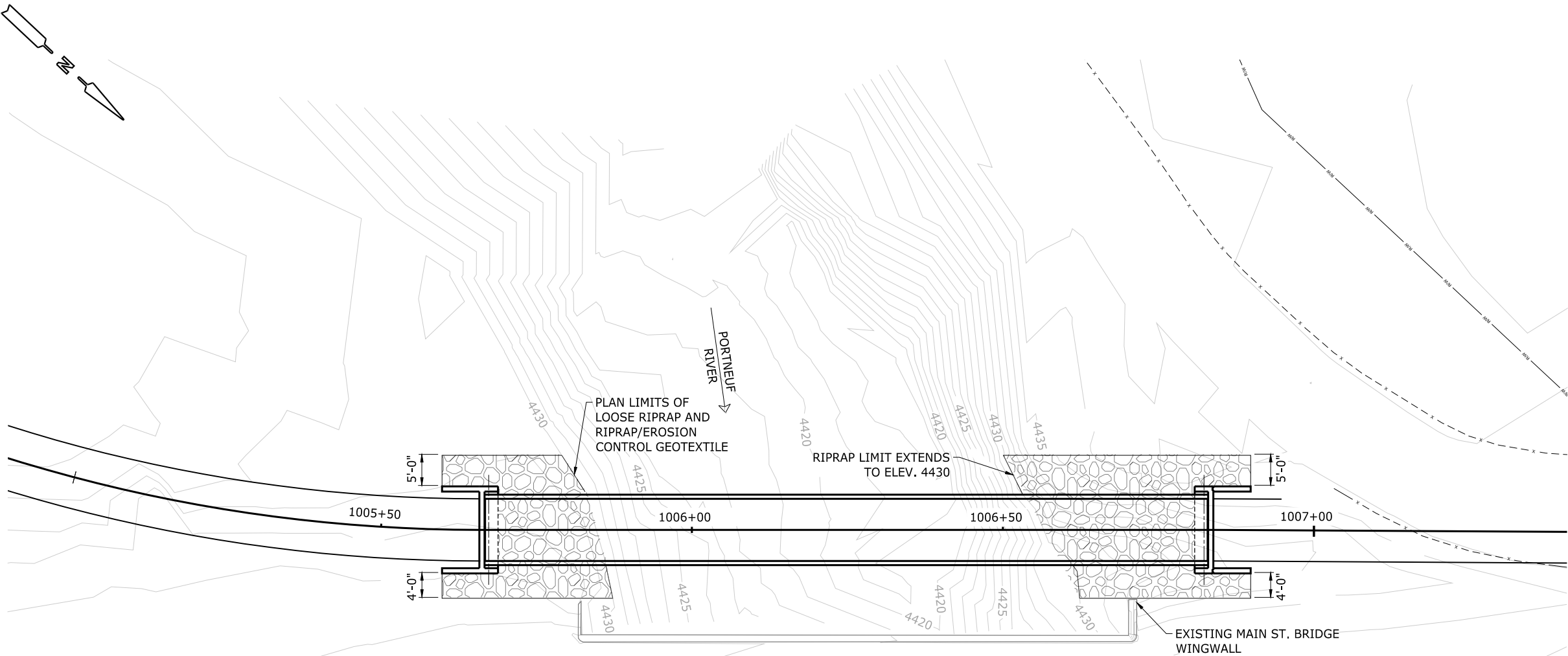


SECTION A-A
1/2" = 1'-0"

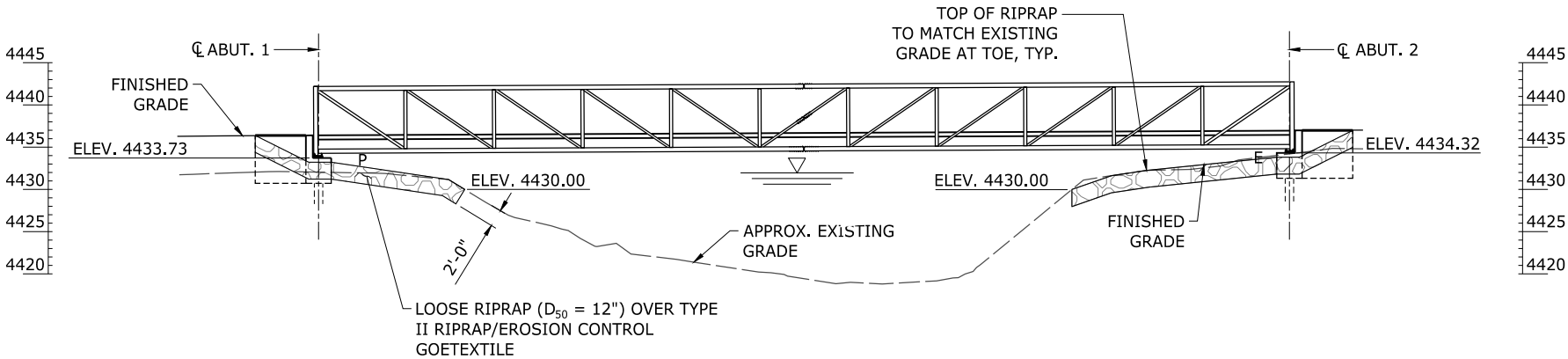
REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	CITY OF POCATELLO	ENGLISH	ABUTMENT DETAILS (3 OF 3)		BRIDGE PLANS	
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED			PROJECT NO.	118' STEEL TRUSS PEDESTRIAN BRIDGE BRENNAN TRAIL OVER PORTNEUF RIVER STA. 1006+24.82		BRIDGE KEY NO.	
				M. SLEGGERS	CADD FILE NAME	KELLER ASSOCIATES 	A023(095)			COUNTY	KEY NO.
				M. OKSTEN	23905_E_DABT_03			BANNOCK	23905		
				N. JOHNSON	DRAWING DATE: 26/05/2026			BRIDGE DWG. NO.	SHEET		
				CORRECTIONS					B8 OF B10		



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LAST SAVED: 5/26/2026 9:54 AM
PRINTED: 6/30/2026 10:06 AM



PLAN
1" = 20'-0"



ELEVATION
1" = 20'-0"

LEGEND:



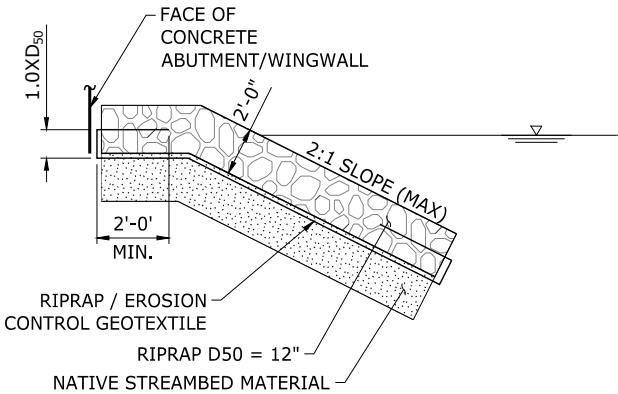
RIPRAP



NATIVE STREAMBED MATERIAL

NOTES:

1. RESTORE DISTURBED STREAMBED REGIONS WITH NATIVE SUBSTRATE AND OTHER MATERIALS EXCAVATED FOR BRIDGE AND RIPRAP CONSTRUCTION.
2. PROVIDE AND INSTALL CLASS [III] RIPRAP IN ACCORDANCE WITH 624.
3. PROVIDE RIPRAP/EROSION CONTROL GEOTEXTILE IN ACCORDANCE WITH 640.03G THAT CONFORMS TO THE REQUIREMENTS OF 718.06.
4. FOR RIPRAP PLACED EXCEEDING THE MAXIMUM DROP CRITERIA PER 640.03, PROVIDE AN AGGREGATE CUSHION OF APPROPRIATE THICKNESS AND ADJUST PLAN ELEVATIONS FOR BOTTOM OF RIPRAP BY THE THICKNESS OF THE AGGREGATE CUSHION.
5. EXCAVATION REQUIRED FOR CONSTRUCTION OF THE RIPRAP NOT PAID FOR AS PART OF THE BRIDGE STRUCTURE EXCAVATION IS INCIDENTAL TO PAY ITEM 624-005A AND WILL BE MEASURED AND PAID FOR IN ACCORDANCE WITH 210.
6. ANCHOR GEOTEXTILE AT THE UPSTREAM/DOWNSTREAM TERMINATION LIMITS BY TURNING DOWNWARD A MINIMUM OF 12" AND PLACING RIPRAP ALONG THE LEADING EDGE OR EDGES.



TYPICAL SECTION
N.T.S.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	N. JOHNSON
DESIGN CHECKED	M. SLEGERS
DETAILED	M. OKSTEN
DWG. CHECKED	N. JOHNSON
CORRECTIONS	

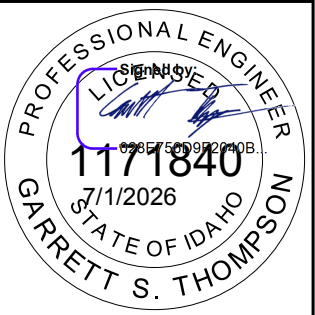
SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME
23905_F_RIPR_01
DRAWING DATE:
26/05/2026

CITY OF
POCATELLO
KELLER ASSOCIATES

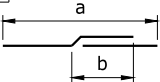
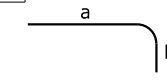
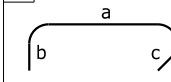
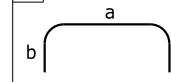
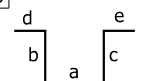
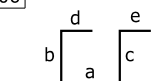
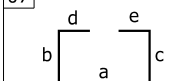
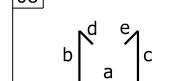
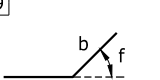
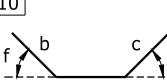
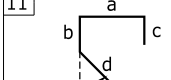
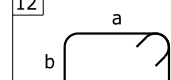
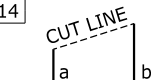
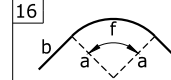
ENGLISH
PROJECT NO.
A023(095)

RIPRAP DETAILS
118' STEEL TRUSS PEDESTRIAN BRIDGE BRENNAN TRAIL OVER PORTNEUF RIVER STA. 1006+24.82

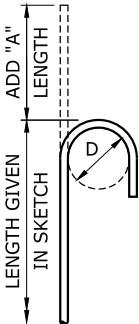
BRIDGE PLANS	
BRIDGE KEY NO.	
COUNTY	KEY NO.
BANNOCK	23905
BRIDGE DWG. NO.	SHEET
	B9 OF B10



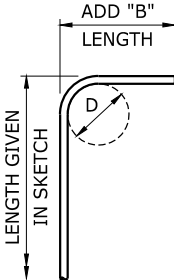
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BAR BEND DIAGRAMS			
01	02	03	04
			
05	06	07	08
			
09	10	11	12
			
13	14	15	16
			
17	18	19	20

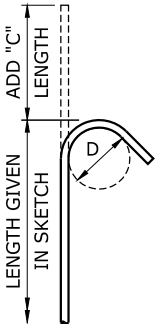
BEND DETAILS AND STANDARD DIMENSIONS



180° BEND



90° BEND



135° BEND

"L" = LENGTH GIVEN IN SKETCH

DIMENSIONS SHOWN IN THE "BAR BEND DIAGRAMS" ARE OUT-TO-OUT OF BEND POINTS OR HOOKS AND/OR END OF BARS UNLESS NOTED OTHERWISE. PIN DIAMETER "D" IS THE SAME FOR ALL BENDS AND HOOKS ON A BAR.

BAR SIZE	TOT. LENGTH (LINEAR FT.)	UNIT WT. (LB/FT.)	TOT. WEIGHT (LB)
#3		0.376	
#4		0.668	
#5		1.044	
#6		1.503	
#7		2.046	
#8		2.673	
#9		3.400	
#10		4.311	
#11		5.313	
#14		7.660	
#18		13.614	
TOTAL WEIGHT (ALL BARS, LB):			

STD. END HOOK DIMENSIONS

BAR SIZE	ALL GRADES		
	"D" DIM.	"A" DIM.	"B" DIM.
#3	2¼"	5"	6"
#4	3"	6"	8"
#5	3¾"	7"	10"
#6	4½"	8"	12"
#7	5¼"	10"	14"
#8	6"	11"	16"
#9	9½"	15"	19"
#10	10¾"	17"	22"
#11	12"	19"	24"
#14	18¼"	27"	31"
#18	24"	36"	41"

BAR SIZE	ALL GRADES		
	"D" DIM.	"B" DIM.	"C" DIM.
#3	1½"	4"	4"
#4	2"	4½"	4½"
#5	2½"	6"	5½"
#6	4½"	12"	8"
#7	5¼"	14"	9"
#8	6"	16"	10½"

BAR LIST DENOTES STIRRUP/TIE BARS BY "※"

SUPERSTRUCTURE BARS (503-015A)			
BAR SIZE	TOT. LENGTH (LINEAR FT.)	UNIT WT. (LB/FT.)	TOT. WEIGHT (LB)
#4		0.668	
#5		1.044	
#6		1.503	
#7		2.046	
TOTAL WEIGHT (ALL BARS, LB):			

EPOXY-COATED BARS (503-020A)			
BAR SIZE	TOT. LENGTH (LINEAR FT.)	UNIT WT. (LB/FT.)	TOT. WEIGHT (LB)
#4	0'-0"	0.668	0
#5	2446'-4"	1.044	2554
#6	218'-8"	1.503	329
#7	0'-0"	2.046	0
TOTAL WEIGHT (ALL BARS, LB):			2883

- NOTES:
1. ALL BEND DETAILS TO BE IN ACCORDANCE WITH THE LATEST ACI STANDARD PRACTICE AND AASHTO SPECIFICATIONS.
 2. NO DEDUCTIONS FOR CURVATURE AT BENDS ARE MADE EXCEPT FOR THE ADJUSTMENTS INCLUDED IN THE ABOVE "ADD LENGTH" DIMENSIONS.
 3. PROVIDE REINFORCING BARS THAT CONFORM TO AASHTO M31 (GRADE 60, TYPE S).
 4. PROVIDE EPOXY-COATED REINFORCING BARS FOR ALL BARS DESIGNATED "E" UNDER THE "COAT" COLUMN.
 5. ONLY REINFORCING STEEL WEIGHTS TO BE PAID UNDER BID ITEMS 503-005A, 503-010A, 503-015A, AND 503-202A ARE SHOWN ON THIS SHEET. SEE OTHER SHEETS FOR REINFORCING STEEL INCIDENTAL WITHIN OTHER PAY ITEMS.

REVISIONS				DESIGNED	SCALES SHOWN	CITY OF POCATELLO
6/30/2026 10:10 AM	DATE	BY	DESCRIPTION	N. JOHNSON	ARE FOR 11" X 17"	
				DESIGN CHECKED	PRINTS ONLY	
				M. SLEIGERS	CADD FILE NAME	
				M. OKSTEN	23905_N_RSCH_01	
				N. JOHNSON	DRAWING DATE:	
				CORRECTIONS	26/05/2026	KELLER ASSOCIATES 

ENGLISH	METAL REINFORCEMENT	BRIDGE PLANS	
PROJECT NO.	118' STEEL TRUSS PEDESTRIAN BRIDGE BRENNAN TRAIL OVER PORTNEUF RIVER STA. 1006+24.82	BRIDGE KEY NO.	
A023(095)		COUNTY BANNOCK	KEY NO. 23905
		BRIDGE DWG. NO.	SHEET B10 OF B10

