

GENERAL CONDITIONS - PART 1

DEFINITIONS

Wherever in these Specifications, or in other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as shown below. Additional definitions and abbreviations pertaining to this project will be found in Special Conditions, Section 010090.

1-1 DEFINITIONS

ADDENDUM: A supplement to any of the Contract Documents issued, in writing, after advertisement of but prior to the opening of bids for a Contract.

ADVERTISEMENT: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

AWARD: The formal action of the governing body in accepting a proposal.

BID SECURITY: Refers to the certified check, cashier's check, or surety bond, which is required to be submitted with the Proposal to insure execution of the Contract and the furnishing of the required bonds.

BIDDER: Any individual, firm, copartnership, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized agent.

CHANGE ORDER: A written order issued by the Owner ordering the Contractor to make changes in the work or to perform extra work, and setting forth conditions for payment and adjustment in time of completion.

CITY: A municipal corporation, organized and existing under and by virtue of the laws of the State.

CLERK: The word "Clerk" refers to the duly authorized person who performs the duties of Clerk of the Contracting Agency.

CONTRACT: The written instrument executed by the Contractor and the Owner by which the Contractor is bound to furnish all labor, equipment, and materials and to perform the work specified, and by which the Owner is obligated to compensate the Contractor therefore at the prices set forth

therein. The Contract Documents are herewith by reference made a part of the Contract as if fully set forth therein.

CONTRACT DOCUMENTS: The words "Contract Documents" include the Notice Inviting Bids, Information for Bidders, General Conditions, Special Conditions, Specifications, Measurement and Payment or Instructions for Preparing Proposal, Proposal, Contract, Payment Bond, Performance Bond, Plans, and Addenda thereto.

CONTRACTING AGENCY: The legal entity that has contracted for the performance of the work or for whom the work is being performed.

CONTRACTOR: The person or persons, copartnership, or corporation who has or have entered into a contract with the Owner as a party or parties of the first part or his or their legal representatives.

DAYS: Unless otherwise designated, days will be understood to mean calendar days.

DESIGN ENGINEER: The firm or person and his properly authorized assistants, designated by the Owner to prepare Plans and Specifications for the work.

ENGINEER: The firm or person and his properly authorized assistants, designated by the Owner to inspect construction of the work for compliance with the Plans and Specifications.

MATERIALS: The word "materials" includes, in addition to material incorporated in the project, equipment and other material consumed in the performance of the work.

NOTICE TO CONTRACTORS: Refers to the standard forms inviting Proposals or bids.

NOTICE TO PROCEED: A directive issued by the Owner, authorizing the Contractor to start the work or improvements required in the Contract.

OWNER: The word "Owner" refers to the individual, company, municipality or other legal entity that has contracted for the work or for whom the work is being performed.

OWNER'S REPRESENTATIVE OR OWNER'S AGENT: The authorized representative of the Owner, which may be an individual or a firm, the Engineer, or his assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.

PAYMENT BOND: A bond furnished by the Contractor and an acceptable surety, conditioned upon the Contractor promptly paying all monies due persons supplying labor or material to be used in prosecution of the Contract.

PERFORMANCE BOND: A bond furnished by the Contractor and an acceptable surety, conditioned on the faithful performance and completion of the work covered by the Contract.

PLANS: All drawings or reproductions thereof pertaining to details of the work and which are made a part of the Contract Documents.

SPECIAL CONDITIONS: The special conditions and requirements, applicable to the work, that are not covered in detail under other sections of these Contract Documents.

SPECIFICATIONS: The directions, provisions, and requirements for performing the work, as contained in the Contract Documents.

SUBCONTRACTOR: The word "subcontractor" includes those having a direct contract with the Contractor and those who furnish material worked into a special design according to the Plans and Specifications for this work, but does not include those who merely furnish material not so worked.

SURETY: Refers to the person or firm with whom the Contractor joins in assuming the liability for the performance of the Contract by issuing the bonds required by law.

TOWNSHIP, CITY, TOWN, OR DISTRICT: A subdivision of the County used to designate or identify the location of the proposed work.

WORK: The word "work" or "improvement" includes any or all of the improvements mentioned and authorized to be made, and the construction, reconstruction, and repair of all, or any portion of such improvements, and all labor, services, incidental expenses, and material necessary or incidental thereto.

*** END OF GENERAL CONDITIONS - PART 1 ***

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GENERAL CONDITIONS - PART 2

BIDDING REQUIREMENTS AND CONDITIONS

2-1 SUBMITTING BIDS

No bid will be considered unless it is made upon the Proposal forms contained in and submitted with the book of Contract Documents. No book of Contract Documents shall be disassembled.

No bid shall be considered which is deemed as an irregular Proposal. Proposals may be considered irregular and may be rejected by the Owner if they show any alterations of form, unauthorized additions, unauthorized conditional or alternate bids, incomplete bids, obviously unbalanced prices, erasures, or irregularities of any kind.

No bid will be considered unless accompanied by the Bid Security in the type and amount set forth in Information for Bidders.

Bids shall be submitted in a sealed envelope. The outside, upper left-hand corner of the ENVELOPE shall be marked as follows:

Bid of _____, Contractor

Project Name _____

Proposals will be received until the hour and date set for the opening thereof, and must be, by that time, in the hands of officials so designated in Notice Inviting Bids. Proposals received after the time set for opening of bids will be returned to the bidders unopened.

The bids will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

The Owner reserves the right to reject any or all bids when deemed advisable for the public good.

2-2 EXAMINATION OF PLANS AND SITE OF WORK

The bidder is required to examine carefully the site of the proposed work, the Plans, Specifications, Special Conditions, Proposal, Contract Agreement, and Bond forms before submitting a Proposal. Submission of

a Proposal shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Plans, Specifications, and other Contract papers.

2-3 DISQUALIFICATION OF BIDDERS

More than one Proposal for the same work from an individual, a firm or partnership, a corporation, or an association under the same or different names, will not be accepted. Reasonable ground for believing that any bidder is interested in more than one Proposal for the same work, will cause the rejection of all Proposals for the work in which such a bidder is interested. Any or all Proposals will be rejected if there is reason for believing that collusion exists among any of the bidders.

2-4 ADDENDA

Any Addenda issued during the time of bidding, forming a part of the Documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract.

* * * END OF GENERAL CONDITIONS - PART 2 * * *

GENERAL CONDITIONS - PART 3

AWARD AND EXECUTION OF CONTRACT

3-1 AWARD

The Owner, through its duly authorized body or agent, will award the Contract to the lowest responsible bidder, or all bids will be rejected, as soon as practicable after the date of opening of bids.

A Notice of Award will be sent to the successful bidder by certified mail.

The low bid will be determined by the lowest net total arrived at by combining the bidder's lump sum and unit price totals or lump sum base bid price and the bid prices of the alternates that are selected and accepted by the Owner. The Owner may accept or reject any or all alternates.

3-2 EXECUTION OF CONTRACT

The successful bidder shall, within the time specified in Information for Bidders, execute the Contract and simultaneously therewith furnish the required Payment Bond and Performance Bond, in the amounts indicated in the Information for Bidders, and shall file insurance policies and/or certificates of insurance as required herein.

3-3 CONTRACTOR'S INSURANCE

GENERAL: On all projects, the Contractor shall carry all insurance required by Federal, State, County, and local laws. The Contractor shall procure and maintain, during the life of the Contract, adequate fire, workmen's compensation, public liability, and property damage insurance. The specific requirements for insurance as set forth in these General Conditions, shall be considered as minimum requirements.

The Contractor shall furnish satisfactory proof of carriage of insurance, or satisfactory proof of an approved self-insured program, and shall submit to the Owner, before work on the Contract starts, certificates of all insurance policies, bonds, or self-insured programs. Neither the Contractor, nor any subcontractor, shall commence work under this Contract until the Owner has approved all required insurance policies. The certificates of insurance shall be attached to the Contract by the Owner and filed in the Owner's office.

Certificates of said policies shall provide that if the said policy or policies be canceled by the insurance company during the term of the Contract, that thirty (30) days written notice prior to cancellation will be given the Owner. Insurance certificates will be retained by the Owner. Insurance certificates shall set forth the following information and shall be signed by an authorized representative of the insurance company:

Name and address of the insured.

The location of the operations to which the insurance applies.

The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.

The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

A statement that the insurance covered by the certificate applies to all of the operations on and at the site of the project which are undertaken by the insured during the life of the Contract.

Public liability and Comprehensive General Liability, completed operations broad form property damage insurance shall include elevator liability, water damage liability, and automobile liability including nonowned and rented cars.

A statement that all coverage is on an occurrence basis rather than an accident basis.

A statement that "explosion, collapse, and underground" coverage is included.

A provision that the policy or policies may not be canceled or reduced in coverage until at least thirty (30) days after written notice has been sent to the Owner.

A statement that a cross liability or severability of interests clause is included (unless a separate policy covering the Owner is provided).

In lieu of an insurance certificate setting forth all the required information concerning the coverages, a copy of the complete policy or policies may be furnished to the Owner.

COMPENSATION INSURANCE: The Contractor shall take out and maintain Workmen's Compensation Insurance for all his employees employed at the site of the project during the life of his Contract. In case any work is sublet, the Contractor shall require each subcontractor to provide Workmen's Compensation Insurance for his employees unless such employees are covered by the Contractor. The above

coverage is required unless such employees are covered by the protection afforded by the Contractor under a self-insurance plan or with a private carrier approved by the State Industrial Commission.

In the event any class of employees engaged in hazardous work under this Contract is not protected by the Workmen's Compensation Statute, the Contractor shall provide, and shall cause the subcontractor to provide special insurance for the protection of such employees not otherwise protected.

COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall procure, and maintain during the life of his Contract, such comprehensive general liability and property damage insurance necessary to protect him, the Owner, and Epic Engineering, or any subcontractor performing work under his Contract, from all claims for bodily injury, including accidental death and property damage claims arising from operations under this Contract, whether such operations are the Contractor's or the subcontractors'. **The Owner, and Epic Engineering shall be named as additional primary insureds without offset against their existing insurance, and the certificate of insurance shall include reference to such provisions.**

Unless otherwise specifically required by the Special Conditions, the minimum limits of comprehensive general liability and property damage liability shall be as follows:

Comprehensive general liability insurance for injuries, including accidental death, to any one person in an amount not less than	\$1,000,000
Subject to the same limits on account of one occurrence, in a total amount not less than	\$1,000,000
Broad form property damage insurance in an amount not less than	\$1,000,000

Such policy shall not exclude coverage for the following:

Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:

To grading of land excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work, or caisson work; or

To moving, shoring, underpinning, raising, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting therefrom.

Injury to or destruction of any property arising out of blasting or explosion.

Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than One Million Dollars (\$1,000,000) for one person, and One Million Dollars (\$1,000,000) for more than one person, and property damage in the sum of One Million Dollars (\$1,000,000) resulting from any one occurrence which may arise from the operations of the Contractor in performing the work provided for herein.

If the Owner is added as an additional insured, the policy or policies shall contain a cross liability or severability of interest clause. As an alternative, the Contractor may secure, in the name of the Owner, and pay for an Owner's Protective Policy for the minimum limits required. In this event, the original policy shall be filed with the Owner in lieu of a certificate of insurance.

3-4 NOTICE TO PROCEED

The Contractor or subcontractor shall not start work on any part of the project until a Notice to Proceed has been issued by the Owner. The Notice to Proceed will be sent to the Contractor by Certified mail or delivered to him in person.

3-5 ASSIGNMENT OF PAYMENTS

Claims for monies due or to become due the Contractor may be assigned to a bank, trust company, or other financing institution, and may thereafter be further assigned and re-assigned to any such institution. Any such assignment or re-assignment may be made to one (1) party as agent or trustee for two (2) or more parties participating in such financing.

No assignment by the Contractor of any Contract to be entered into hereunder, or of any part thereof, or of funds to be received thereunder by the Contractor will be recognized by the Owner unless such assignment has had prior consent of the Owner and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

*** END OF GENERAL CONDITIONS - PART 3 ***

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GENERAL CONDITIONS - PART 4

COMMENCEMENT, PROSECUTION, AND PROGRESS

4-1 COMMENCEMENT

The Contractor or subcontractor shall commence work on or before the tenth (10th) day after receiving the Notice to Proceed, and shall complete all work under the Contract within the period of time specified in the Special Conditions. Notice to Proceed will be issued not later than thirty (30) days after the Contract has been awarded unless otherwise agreed upon in writing, or as may be specified in the Special Conditions.

4-2 SUBCONTRACTORS

Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts shall be subject to review and acceptance by the Owner.

All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract.

True copies of any and all subcontracts shall be furnished to the Owner; however, prices may be omitted.

Subcontractors shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility or liability or obligation under the Contract.

All subcontracts and purchase orders for equipment shall state and establish guaranteed delivery dates, at such times as determined by the Contractor, that will allow the Contractor to complete the project within the Contract time.

4-3 CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES

The Contractor shall at all times be present at the work in person or represented by a competent superintendent who shall supervise and direct the work and shall be authorized by the Contractor to receive and fulfill instruction from the Owner's Representative.

The Contractor shall, at all times during working hours, be represented in all matters pertaining to this project by one, and only one, fully competent and experienced general superintendent. Instructions and information given by the Engineer to the Contractor's superintendent on the work shall be considered as having been given to the Contractor. Before any work is done at the jobsite, the Contractor shall give written notice to the Engineer stating who the Contractor's superintendent will be, giving his home address and telephone number. The Engineer shall be informed in writing prior to any change of general superintendent. A statement naming more than one representative at a time to be in charge and depending upon which is present at the time will not be acceptable.

Emergencies may arise during the progress of the work which may require special effort or require extra shifts of men to continue the work beyond normal working hours. The Contractor shall be prepared in case of such emergencies from whatever cause, to do all necessary work promptly.

4-4 CONTRACT DOCUMENTS

The Contractor shall keep on the work a copy of the Contract Documents and shall at all times give the Engineer access thereto.

The Notice Inviting Bids, Information for Bidders, Special Conditions, Specifications, Plans, and all supplementary documents are intended to be complete, and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, the Contractor shall immediately call the matter to the attention of the Engineer for furnishing of detail instructions. In case of discrepancies, the Specifications shall govern over the Plans. Figured dimensions shall govern over scaled dimensions.

Any drawings or Plans listed anywhere in the Specifications or Addenda thereto shall be regarded as a part thereof and of the Contract. Anything mentioned in these Specifications and not indicated on the Plans, or anything indicated on the Plans and not mentioned in these Specifications, shall be in the same force and effect as if indicated or mentioned in both.

4-5 ADDENDA, REVISIONS AND SUPPLEMENTARY DRAWINGS

The work shall conform to such other drawings relating thereto as may be furnished by the Owner prior to the opening of Proposals, and to such drawings in explanation of details or minor modifications as may be furnished from time to time during construction including such minor modifications as the Owner may consider necessary during the prosecution of the work.

Scaled dimensions shall not be used in the construction of the work.

4-6 ERRORS AND OMISSIONS

The written dimensions on the Plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions before beginning the work. If any errors or omissions are discovered, the Engineer shall be so advised in writing and will make the proper corrections. Any such adjustments made by the Contractor without prior review and acceptance shall be at his own risk, and the settlement of any complications or disputed expenses arising from such adjustment shall be made by the Contractor, at his own expense.

4-7 QUALIFICATIONS FOR EMPLOYMENT

No person under the age of sixteen (16) years for normal occupations, no person under the age of eighteen (18) years in hazardous occupations, and no person currently serving a sentence in a penal or correctional institution shall be employed to perform any work under this Contract.

No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health and safety of others, shall be employed to perform any work under this Contract provided, however, this condition shall not operate against the employment of physically handicapped persons who, otherwise employable, may safely be assigned to work which they can ably perform.

4-8 CHARACTER OF WORKMEN

Whenever, in the opinion of the Engineer, any superintendent, foreman, or workman employed by the Contractor or his subcontractors is disrespectful, intemperate, disorderly, or otherwise objectionable, he shall, at the written request of the Engineer, be removed and not again employed on the work without the written consent of the Engineer.

4-9 SUSPENSION OF WORK

The Contractor shall suspend the work wholly or in part for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable drainage and erect temporary structures where necessary.

4-10 DELAYS AND EXTENSION OF TIME

The Contractor may be entitled to an extension of Contract time if the work has been suspended pursuant to the preceding article, in whole or in part, or where other conditions occur which delayed progress and which are clearly beyond the control of the Contractor, provided that in either case the Contractor is not at fault and is not negligent under the terms of the Contract. Extension of time shall be as determined by the Owner.

In setting the Contract time, it has been assumed that weather conditions will slow down the normal progress of work; therefore no extensions in Contract time will be allowed due to bad weather conditions.

To receive consideration, a request for extension of time must be made in writing to the Engineer stating the reason for said request, and such request must be received by the Engineer within four (4) days following the end of the delay-causing condition.

The Owner shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive. Attention is directed to the nearest weather bureau station in the vicinity of the Work for determining the extremes of temperature, wind velocities, and the amount and intensity of precipitation that can be expected. Weather conditions that have occurred within the three years prior to contract award will not be classified as severe weather conditions for granting extensions of time.

An extension of time may be granted by the Owner after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract.

4-11 TERMINATION FOR BREACH OF CONTRACT

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete such work within time, or if he or any of his subcontractors should violate any of the provisions of the Contract, the Owner may serve written notice upon the Contractor and his surety of their intention to terminate the Contract, said notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety within fifteen (15) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the Contract, or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method the Owner may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess cost or other damage occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the section on payment for changes in the work.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Owner.

4-12 METHODS AND APPLIANCES

The methods and equipment adopted by the Contractor shall be such as will secure a satisfactory quality of work and will enable the Contractor to complete the work in the time agreed upon. The selection and use of these methods and appliances is the responsibility of the Contractor.

4-13 DATE OF ACTUAL COMPLETION

The date upon which the project will be considered as complete shall be that date upon which the work is accepted by the Owner.

4-14 FINAL ACCEPTANCE

After the Contractor has completed to the best of his knowledge all the work under this Contract, including all of the Contractor's testing and cleanup, the Contractor shall then inform the Engineer by written memorandum that the work has been completed. The Contractor shall then request a final inspection by the Engineer. The Engineer will then make an inspection. If items are found by the Engineer to be incomplete or not in compliance with the Contract requirements, the Engineer will inform the Contractor of such items. After the Contractor has completed these items, the procedure shall then be the same as specified above for the Contractor's statement of completion and request for final inspection.

After all work under the Contract has been completed, as determined by the Engineer, and after the Owner's final seven-day (7-day) test operation if such is required, the Engineer will recommend in writing to the Owner that final acceptance of the entire work under this Contract be made as of the date of the Engineer's final inspection. The Owner will make final acceptance promptly after receiving the Engineer's recommendation.

Unless otherwise specified under Special Conditions, no partial acceptance of any portion of the work will be made and no acceptance other than the final acceptance of the overall completed project will be made. No inspection or acceptance pertaining to specific parts of the project shall be construed as final acceptance of any part until the overall final acceptance by the Owner is made.

4-15 CONSTRUCTION SAFETY PROGRAM AND REGULATIONS

The Utah Occupational Safety and Health Act and the conditions set forth in the Occupational Safety & Health Standards (OSHA) shall constitute the outline for the Safety program to be adhered to during the course of the project. A copy of these publications shall be available at the jobsite for reference.

4-16 TRAFFIC CONTROL

Traffic control shall be as specified under Special Conditions.

4-17 SANITATION

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons employed on the project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.

4-18 WATER

The Contractor shall supply adequate pure cool drinking water with individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet the "Standards for Public Water Supplies" specified in the State Health Department Code.

It shall be the responsibility of the Contractor to provide and maintain at his own expense an adequate supply of water for his use for construction and to install and maintain necessary supply connections and piping for same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.

The Contractor shall apply for a fire hydrant meter and pay for all construction water used at the current rates charged by the Owner or public utility, if the Contractor desires to obtain water from the distribution system at any point.

4-19 PROTECTION OF WORK AND CLEANING UP

The Contractor shall be responsible for the protection of all work until its completion and final acceptance, and he shall at his own expense, replace damaged or lost material, or repair damaged parts of the work, and the Contractor and his Sureties shall be liable therefor.

The Contractor shall remove from the vicinity of the completed work all plant, surplus material, or equipment belonging to him or used under his direction during construction. All surplus excavated material, concrete, plaster, and debris of all kinds shall be removed from the Owner's premises, streets, or portions of building or property at or adjacent to the site of the work excepting that select material which may be required for refilling or grading the surface. Salvage material shall be stored at areas designated by the Engineer. Where an area is indicated to be "cleared," all weeds, vegetation, shrubs, and trees shall be removed unless they are specifically noted as not to be removed.

4-20 GUARANTEE OF WORK

The Contractor shall guarantee the work against defective materials or workmanship for a period of one (1) year from the date of its final acceptance under this Contract except where longer guarantee periods are specifically stated. It shall be the Contractor's responsibility to insure himself that manufacturer and supplier warranties are in compliance with the terms of these Contract Documents.

All work which has been rejected shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within one (1) year thereafter shall be corrected

immediately by the Contractor at his own expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Engineer to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Engineer will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Engineer is under no obligation to do so and neither the Owner nor the Engineer shall be held liable because errors or defective material or workmanship by the Contractor are not discovered by the Engineer prior to subsequent work.

During the one (1) year guarantee period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this section GUARANTEE OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, a reasonable sum as and for attorney fees.

4-21 CONTINGENCIES

All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of the Contractor or any person or agent employed by him shall be borne by the Contractor.

4-22 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limits set forth in the Contract Documents, damage will be sustained by the Owner, and that it is and will be impracticable to determine the actual damage which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay to the Owner an amount specified in the Special Conditions for each calendar day between the completion date required by the Contract, and the date of final acceptance by the Owner, as liquidated damages and not as penalty. It is further agreed that the amounts stipulated are reasonable estimates of the

damages that would be sustained by the Owner and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Owner may deduct the amount thereof from any money due to or that may become due the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God, acts of criminals, acts of the Owner, acts of the public utilities, fire, floods, epidemics, quarantine restrictions, labor strikes that delay the critical sequence of the work, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall notify the Owner in writing the causes of such delay as stated hereinbefore.

4-23 NOTICE AND SERVICE THEREOF

Any Notice to the Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said Notice is posted, by Registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

*** END OF GENERAL CONDITIONS - PART 4 ***

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GENERAL CONDITIONS - PART 5

SCOPE OF WORK

5-1 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Plans and Specifications is to prescribe a complete work or improvement which the Contractor shall perform in a manner acceptable to the Engineer and in full compliance with the terms of the Contract. The Contractor shall provide the Owner with a complete and operable work or improvement, even though the Plans and Specifications may not specifically call out all items or items of work required of the Contractor to complete his tasks, incidental appurtenances, materials, and the like.

The Contractor shall perform the work in accordance with the lines, grades, cross sections, and dimensions indicated on the Plans and detailed drawings.

Unless otherwise specified in the Special Conditions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the time specified.

5-2 CHANGES IN THE WORK

The Owner, without invalidating the Contract and without notification of Sureties, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Owner. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional costs caused thereby shall be adjusted at the time of ordering such change or extra work.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered, except in an emergency endangering life or property.

It is mutually understood that it is inherent in the nature of municipal construction that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change.

The Owner shall have the right to make such changes, from time to time, in the Plans, in the character of the work, and in the termini of the project as may be necessary or desirable to insure the completion of the work in the most satisfactory manner without invalidating the Contract.

Any change ordered by the Owner which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefor shall be subject to negotiation.

Upon demand of either the Contractor or the Owner an equitable adjustment satisfactory to both parties shall be made in the basis of payment for extra work. The prices agreed upon and any agreed upon adjustment in Contract time shall be incorporated in the written order issued by the Owner, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by his signature. In the event prices cannot be agreed upon, the Owner reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question on a force account basis as provided hereinafter.

5-3 FORCE ACCOUNT

LABOR: For all labor and for foremen in direct charge of the specific operations the Contractor shall be paid:

The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project.

The actual cost of industrial accident or Workmen's Compensation Insurance.

The actual cost of social security taxes and unemployment compensation insurance.

The actual amounts paid by the Contractor by reason of an employment Contract generally applicable to his employees.

An amount equal to fifteen percent (15%) of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.

In case work is performed by a subcontractor, the said fifteen percent (15%) will be added only once to the actual cost of the work, however, the Contractor may add ten percent (10%) to the Subcontractor's price to cover his own overhead.

TOOLS AND EQUIPMENT: For any machine power tools and special or heavy equipment used, the Contractor shall be paid in accordance with the latest approved Schedule of Equipment Rental Rates. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates and no allowance shall be made for the use of small tools and minor items of equipment which shall be considered as part of the overhead. As used herein, such tools and equipment are defined as individual tools or pieces of equipment having a replacement value of Fifty Dollars (\$50.00) each or less.

MATERIALS: For all materials accepted by the Engineer and used in the work the Contractor shall be paid the actual cost of such material, including transportation charges, to which cost shall be added a sum equal to fifteen percent (15%) thereof.

SUPERVISION AND OVERHEAD: No allowance shall be made for general superintendence. The cost of supervision and overhead is presumed to be included in the fifteen percent (15%) added in accordance with the above.

RECORDS: The Contractor's representative and the Engineer shall compare the records of the work performed as ordered on a force account basis as the end of each day on which such work is performed. Copies of these records shall be made on suitable forms provided for this purpose and signed by both the Engineer and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Engineer by the Contractor, and such statements shall be filed with the Engineer not later than the fifth (5th) day of the month following that in which the work was actually performed.

5-4 EXTRA WORK

New or additional work will be classed as extra work when determined by the Engineer that such work is not covered by the Contract.

5-5 CHANGE ORDER

The value of such work or change shall be determined and paid for with a Change Order in one of the following ways unless paid by force account:

By unit prices mutually agreed upon by the Owner and Contractor.

By a lump sum based upon the Contractor's estimate and the Engineer's review and acceptance of the estimate. The Contractor shall do such extra work and furnish material and equipment therefor upon receipt of an accepted Contract Change Order or other written order of the Owner, and in the absence of such Contract Change Order or other written order of the Owner, the Contractor shall not be entitled to payment for such extra work. Payment for extra work required to be performed pursuant to the

provisions of this section, in the absence of an executed Contract Change Order, will be made by force account as provided herein, or as agreed to by the Contractor and the Owner. However, in no case shall work be undertaken without written notice from the Owner to proceed with the work.

5-6 CLAIMS FOR EXTRA WORK

If the Contractor claims that any instructions involve extra cost under this Contract, he shall give the Owner written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for under CHANGES IN THE WORK. No such claim shall be valid unless so made.

* * * END OF GENERAL CONDITIONS - PART 5 * * *

GENERAL CONDITIONS - PART 6

CONTROL OF WORK

6-1 WORK SCHEDULE

Prior to the commencement of the work the Contractor shall prepare and submit to the Engineer for review, a written schedule covering the general sequence of the work to be performed. The work schedule, after review and acceptance by the Engineer, shall not be changed without written consent of the Engineer. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the Engineer will require and the Contractor shall be required, within ten (10) days written notice, to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified Contract Time. Time is of the essence in this regard.

6-2 AUTHORITY OF THE ENGINEER

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed; all questions which may arise as to the interpretation of the Plans and Specifications; and all questions as to the satisfactory and acceptable fulfillment of the Contract on the part of the Contractor.

Written permission must be obtained from the Engineer to perform any work after regular hours, on Sundays, or on legal holidays. Work performed at these times shall be done at no additional expense to the Owner.

6-3 FORMAL PROTEST

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any instructions, ruling, or decision of the Engineer to be unfair, he shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the Engineer, stating clearly and in detail his objections and the reasons therefor. Except for such protests as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have

waived and does hereby waive all claims for Extra Work, damages and extensions of time resulting from demands, instructions, rulings and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer shall review the demand, instructions, rulings, or decisions objected to and shall promptly advise the Contractor in writing of his final decision, which shall be binding, unless within ten (10) days thereafter the Contractor shall file with the Owner a formal protest against said final decision of the Engineer.

The Owner shall consider and render a final decision of any such protest within thirty (30) days of receipt of same.

6-4 PLANS

The Contract Plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing. The Contract Plans shall be supplemented by such working or shop drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Engineer.

The Contractor shall keep a copy of the Plans and Specifications at the jobsite, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the Detailed Specifications shall be regarded as a part thereof and the Engineer will furnish from time to time such additional drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance.

All authorized alterations affecting the requirements and information given on the accepted Plans shall be in writing. No changes shall be made of any Plan or drawing after the same has been accepted by the Engineer, except by consent of the Engineer in writing.

6-5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform with lines, grades, cross sections, and dimensions shown on the accepted Plans. Allowable deviations, other than specified tolerances, from the accepted Plans and working drawings will in all cases be determined by the Engineer.

6-6 COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS

The Plans, Specifications, General Conditions, Special Conditions, Contract Change Orders, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding

as though occurring in all. They are intended to be coordinated and to describe and provide for a complete work.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Specifications, General Conditions, Special Conditions, or the Plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising regarding the true meaning of these Specifications, the Special Conditions, or the Plans, reference shall be made to the Engineer, whose decision thereon shall be final. In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct.

In the event of there being a conflict between one Contract Document and any of the other Contract Documents, the Document highest in precedence shall control and supersede the Document which is contrary to it. The order of precedence of the Contract Documents is as follows:

FIRST: Supplemental Agreements, the last in time being the first in precedence.

SECOND: The formal Contract.

THIRD: Notice Inviting Bids.

FOURTH: Information for Bidders.

FIFTH: Special Conditions (DIVISION 1).

SIXTH: Specifications (DIVISIONS 2 through 17).

SEVENTH: PLANS.

EIGHTH: Supplemental General Conditions (when included).

NINTH: General Conditions.

TENTH: Contractor Proposal.

6-7 ORDER OF WORK

When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming with such requirements will be considered as included in the prices paid for Contract items of work and no additional compensation will be allowed therefor.

6-8 INSPECTION

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Specifications and Contract. If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, will be paid for as provided under CHANGES IN THE WORK, but should the work so exposed or examined prove unacceptable the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense. Inspection or supervision by the Engineer shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor's foremen and superintendent. When the United States Government is to pay a portion of the cost of the work covered by the Contract, the work shall be subject to the inspection of the representatives of the U. S. Government. Such inspection shall in no sense make the U. S. Government a party to this Contract and will in no way interfere with the rights of either party under this Contract.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein provided, and unsuitable materials may be rejected notwithstanding that such work and materials may have been previously overlooked and accepted or estimated for payment.

Should any work be covered up before acceptance or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

6-9 LINES AND GRADES

Profiles and elevations are indicated on the Plans. Elevations are referred to a datum as indicated on the Plans. All work under this Contract shall be built in accordance with the lines and grades indicated on the Plans. These lines and grades may be modified as provided in the Contract. The establishment of the lines and grades shall be as set forth under Special Conditions.

*** END OF GENERAL CONDITIONS - PART 6 ***

GENERAL CONDITIONS - PART 7

MATERIALS AND WORKMANSHIP

7-1 GENERAL

All equipment, materials, and articles incorporated in the work covered by this Contract shall be new and subject to review and acceptance by the Engineer unless otherwise specifically provided for in the Contract Documents.

Where equipment, materials, or articles are referred to in the Specifications as "or equal," or "equal to" any particular standard, the Engineer shall decide the question of equality.

Wherever any standard published specification is referred to, the latest edition or revision, including all amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials, where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

All work shall be done and completed in a thorough, workmanlike manner notwithstanding any omission from these Specifications or from the Plans; and it shall be the duty of the Contractor to call the Engineer's attention to apparent errors or omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Plans.

7-2 SUBSTITUTION OF MATERIAL OR EQUIPMENT

Where material or equipment is designated on the Plans or in the Specifications by a trade or manufacturer's name, it is so designated primarily to establish standards of quality, finish, appearance, and performance. It is not the intent to limit the choice of materials and equipment to the specific product designated. However, requests relative to substitutions for materials or equipment specifically designated on the Plans and in the Specifications will not be considered until after award of the Contract. Requests relative to substitutions for materials or equipment specifically designated on the Plans or in the Specifications shall be made in writing, and such requests shall be accompanied by complete data on which the Engineer can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a

substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc., and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the Specifications. All specific requirements of the Specifications must be adhered to, and all necessary modifications shall be made in the articles specified by trade name, type, or model of manufacturer's equipment to make it conform to the specific requirements of the Specifications and the actual conditions under which the product is required to be used. Should a substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, the Contractor, shall without cost to the Owner, and without obligation on the part of the Engineer, replace the item with the material originally specified.

7-3 SAMPLE AND TESTING

All materials to be incorporated in the work shall be subject to sampling, testing, and acceptance. Samples furnished by the Contractor shall be representative of the materials to be used. The Engineer may select samples or may require that samples be delivered to and tested at a laboratory designated by the Engineer at no additional cost to the Owner.

All sampling and testing of materials shall be done in accordance with the latest designated standard methods of AASHTO or ASTM, or in accordance with special methods designated in the Specifications.

Sieves used in determining the grading of samples of aggregates, select material, and other graded materials, shall conform to ASTM Designation E 11. Sieves 1/4-inch and larger shall have square openings and are designated by the size of opening in inches. Sieves smaller than 1/4-inch shall have square openings and are designated by number.

7-4 FABRICATED MATERIALS AND SHOP DRAWINGS

Fabricated materials and shop drawings shall be handled as set forth in the Special Conditions.

7-5 MATERIALS FURNISHED BY THE OWNER

All materials and/or services furnished by the Owner shall be obtained by the Contractor as indicated in the Special Conditions. The cost of handling and placing Owner furnished materials shall be included in the price paid for the Contract item involving such material.

7-6 STORAGE OF MATERIALS

The Contractor shall provide proper storage facilities and exercise such measures as will insure the preservation of the specified quality and fitness of all materials and equipment to be used in the work. Stored materials shall be located so as to provide reasonable access for inspection. That portion of the right-of-way not required for public travel may be used for storage purposes unless prohibited by other provisions of the project Specifications. Any additional space required shall be provided by the Contractor at no cost to the Owner. Protection of materials and equipment stored on the site shall be the responsibility of the Contractor. The Owner reserves the right to direct the Contractor to provide proper means of protection for materials if such is deemed advisable by the Engineer; however, the exercise of or failure to exercise this right shall not be deemed to relieve the Contractor of his primary responsibility for protecting the material and equipment. The Contractor shall provide suitable warehouses or other adequate means of protection for such of the materials and equipment as require storage or protection. The Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by the Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve the Contractor of his primary responsibility. No motor shall be left uncovered or unprotected.

7-7 REJECTED MATERIALS

Materials not conforming to the requirements of the Specifications, whether in place or not, may be rejected. Rejected materials shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used unless accepted by the Engineer. If the Contractor fails to remove and replace rejected material, the Owner has authority to do so and to deduct the cost thereof from any monies due or to become due the Contractor.

*** END OF GENERAL CONDITIONS - PART 7 ***

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GENERAL CONDITIONS - PART 8

LEGAL RELATIONS AND RESPONSIBILITY

8-1 LAWS TO BE OBSERVED

The Contractor is presumed to know, and at all times shall observe and comply with, all Federal and State laws and local ordinances, workmen's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor; also all laws, ordinances, and regulations in any manner affecting the conduct of the work, and shall indemnify and save harmless the Owner and its representatives against any claim arising from the violation of such laws, bylaws, ordinances, or regulations, whether by the Contractor himself or by the Contractor's employees. The Contractor's particular attention is drawn to the cognizance of, but not limited to, the laws in the four (4) following paragraphs.

8-2 HOURS OF LABOR

Eight (8) hours shall constitute a day's work on all works or undertakings carried on or aided by the State, County or Municipal governments; and the Legislature shall pass laws to provide for the health and safety of employees in factories, smelters, and mines (Section 6, Article XVI, Constitution of the State of Utah).

8-3 ALIEN LABOR

No person not a citizen or ward of the United States shall be employed upon or in connection with any State, County, or municipal works or employment provided that nothing herein shall be construed to prevent the working of prisoners by the State or by any County or municipality thereof on street or road work or other public work.

8-4 LABOR DISCRIMINATION

Attention is directed to Utah Code Annotated, Title 34, Chapter 35, entitled "Utah Antidiscrimination Act."

When Federal funds are to pay a portion of the cost of this project, then the bidders shall also comply with the applicable paragraph in the Special Conditions.

8-5 PERMITS AND LICENSES

Except as otherwise provided in the Specifications it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

8-6 PATENTED DEVICES, MATERIALS, AND PROCESSES

The Contractor shall indemnify and save harmless the Owner and its duly authorized representatives from all liabilities, judgments, costs, damages, and expenses which may result from the infringement of any patents, trademarks, and copyrights by reason of the use of any proprietary materials, devices, equipment, or processes incorporated in or used in the performance of the work under this Contract.

8-7 SURVEY LAND MONUMENTS

Survey land monuments and property marks shall not be moved or otherwise disturbed by the Contractor until an authorized agent, of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction.

8-8 PROTECTION OF PERSON AND PROPERTY

The Contractor shall adopt every practical means and comply with all laws, ordinances, and regulations in order to minimize interferences to traffic, and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded.

If an unsafe condition arises or exists during the progress of the work, or if the Owner has reason to believe that an unsafe condition exists, the Contractor shall suspend the work wholly or in part for such period as may be necessary to correct the unsafe condition.

The Contractor shall not trespass upon private property and shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from his operations in completing this work. He shall comply with the laws and regulations of the Owner, County, and State, relating to the safety of persons and property, and will be held responsible and required to make good any injury or damage to persons or property caused by carelessness or neglect on the part of the Contractor or subcontractor(s), or any agent or employee of either during the progress of the work and until its final acceptance.

The Contractor shall protect against injury any pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences, or other structures or property, public and/or private, encountered in this work

except as stipulated elsewhere herein. The Contractor shall be responsible and liable for any injury to such pipe, structures, and property.

8-9 UTILITIES SHOWN ON THE PLANS

Regardless of what utilities are shown on the Plans, it shall be the Contractor's responsibility to verify these locations and any additional lines which may exist through consulting with the Owner, utility companies, and/or "Blue Stake."

Existing utilities are indicated on project Plans in accordance with the best information available. The Contractor shall notify all Owners of utilities when his work is in progress and shall make such arrangements as are necessary to make any emergency repair to any utility, in a manner satisfactory to the owner of a damaged utility line, including individual or house service utility lines.

No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by the Contractor's labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.

The Contractor shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures which might interfere with the construction of the project, in order to permit survey location prior to construction.

The work necessary to the raising, lowering or relocating of a utility, which work is not so indicated on the Plans shall be at the owner's expense. The necessary work may be done by the owner of the utility or by the Contractor, at the option of the owner of the utility. All work shall be in accordance with the standards of the owner of the utility.

The Contractor shall resolve crossing and clearance problems concerning all utility structures with the utility company concerned.

8-10 UTILITIES NOT SHOWN ON THE PLANS

If utility lines are encountered which are not indicated on the Plans, other than individual or house service utility lines, and which the Owner, utility companies, and/or "Blue Stake" are unaware of their existence, and these lines are damaged or work is required to clear same, then the Contractor will be paid for any extra work involved on his part on a cost plus basis, as set forth elsewhere herein.

In some cases, individual or house service utility lines are not shown on the Plans. It shall be the Contractor's responsibility to locate and protect these individual or house services. If, due to the Contractor's operations, any of these lines are damaged, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to the owner. In addition, the cost of location, protection, and working around these individual or house service utility lines shall be included in the Contractor's bid for the work under this Contract.

8-11 DRIVEWAYS AND WALKS

Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the drive or sidewalk as soon as possible. Before blocking driveways, the Contractor shall notify the property owner. The Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to the Contractor's work. If it is necessary to leave an excavation open across driveways or sidewalks, the Contractor shall provide temporary relief in the form of steel plates over the excavation.

Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.

Direct access shall be provided at all times to fire engine houses, fire hydrants, hospitals, police stations, and at all other agencies or services where emergencies may require immediate access to same.

8-12 TREES AND SHRUBBERY

All trees and shrubbery within the right-of-way or easements shall be protected by the Contractor insofar as practicable.

In the event shrubbery or trees must be trimmed, or removed, the Contractor shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by the Contractor and hauled from the job at the Contractor's expense.

All trees, shrubs, hedges, brush, etc. designated on the Plans, or by the Engineer for removal, shall be completely removed and disposed of as indicated on the Plans or specified.

8-13 IRRIGATION DITCHES AND STRUCTURES

The Contractor shall contact the owners of any ditches, irrigation lines, and appurtenances which interfere with the work and shall make arrangements for dry-up or scheduling of water deliveries. The Contractor

shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original condition.

8-14 ROADS AND FENCES

Streets and roads subjected to interference by the prosecution of this work shall be kept open and maintained by the Contractor until the work is completed.

All fences located in easements, when damaged or temporarily removed, shall be restored to a condition equal to or better than the original condition. Such fences shall be restored at the Contractor's expense.

8-15 PROTECTION OF ANTIQUITIES

Attention is called to State and Federal laws pertaining to the protection and preservation of sites or objects of archaeological, anthropological, paleontological or historic interest.

It shall be a provision of every contract that when features of archaeological, anthropological, paleontological or historic interest are encountered or unearthed in material pits, the roadway prism, or other excavation the Contractor shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the State and local officials having jurisdiction.

Work shall not be resumed in the immediate area until the Contractor is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. The Contractor will be allowed an appropriate contract time extension as provided in these GENERAL CONDITIONS for construction time lost.

8-16 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his Surety shall indemnify and save harmless the Owner and its officers, agents, and representatives from all suits, actions, loss, damage, expense, costs, or claims of any character or nature brought on account of any injuries or damages sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act of omission by the Contractor or his agents, or from any claims or amounts arising or recovered under workmen's compensation laws or any other law, bylaw, or ordinance, order, or decree.

8-17 NONRESPONSIBILITY OF THE OWNER

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract.

8-18 PROPERTY RIGHTS IN MATERIAL

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the material used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the Owner upon being so attached or affixed and accepted.

* * * END OF GENERAL CONDITIONS - PART 8 * * *

GENERAL CONDITIONS - PART 9

PAYMENT TO CONTRACTORS

9-1 GENERAL

The basis of payment for construction of a project shall be in full for all work actually performed in accordance with the Plans and Specifications, and shall include all labor and materials incorporated in the completed work.

Upon final inspection and acceptance of the work, the Owner will pay the Contractor the amount earned under the Contract, as stipulated herein.

9-2 PAYMENT

For and in consideration of the faithful performance of the work, the Owner will pay to the Contractor the amount earned as computed from the actual quantities of work performed under the Contract and to make such payment in the manner and at the time(s) specified, as follows:

Within thirty (30) days after final acceptance of the work completed under the Contract, the Engineer shall render to the Owner and to the Contractor, a final estimate which shall show the amount of work performed according to the Contract. Within forty (40) days after the final completion and final acceptance of the work under the Contract, the Owner will pay to the Contractor all amounts due him under the provisions of the Contract, except that before the final payment will be made, the Contractor shall satisfy the Owner by affidavit that all bills for labor and materials incorporated in the work have been paid, and shall complete and submit to the Engineer a Certification relinquishing any and all claims or right of lien under, in connection with, or as a result of the work under the Contract.

The basis of payment shall be in full for all work actually performed in accordance with these Specifications, and shall include all labor and materials incorporated in the completed work.

9-3 PARTIAL PAYMENT

Once each month the Owner will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor and accepted by the Engineer for work completed through the last day of the preceding calendar month. The estimate will cover the work performed by the Contractor during the preceding calendar month plus the invoice cost of material suitably stored at the site of the project if the Contractor desires payment for material stored. The Owner will retain 10 percent (10%) of the amount of

each such estimate and material cost until final completion and acceptance of all work covered by this Contract.

Cost of material stored will be based on vendors' invoices which shall be listed by the Contractor. A copy of each such invoice shall accompany the first estimate in which payment is requested for material covered by the invoice. This list shall be revised and brought up-to-date by the Contractor for each estimate. The revised list shall show the total amount of each invoice, the invoice amount that has been incorporated in the work, and the remaining invoice amount that is stored for which payment is requested that month. Only those materials that will become an integral part of the final completed project may be included for partial payment as material stored.

If required by the Proposal or Special Conditions, the Contractor shall furnish a detailed breakdown of the lump sum Contract Price, showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by the Contractor and has been reviewed and accepted by the Engineer.

Partial payments for jobsite delivered material or equipment will in no way reduce the Contractor's responsibility for such material or equipment until it has been installed.

9-4 PAYMENT OF ITEMS IN PROPOSAL

Only those items listed in the Proposal are Pay Items.

Compensation for all work necessary for the completion of the project or improvement shall be included by the bidder in the price bid for the items shown in the Proposal.

9-5 PAYMENT FOR "EXTRA WORK" AND FOR "CHANGES IN THE WORK"

Payment for "Changes in the Work" and for "Claims for Extra Work" will be made as stated in Part 5 of these GENERAL CONDITIONS.

* * * END OF GENERAL CONDITIONS - PART 9 * * *